Central Buying Consortium

IT Related Products and Associated Services

Contract reference HS/1842

user guide



PRO5 Contract
Central Buying Consortium
Eastern Shires Purchasing Organisation
North East Purchasing Organisation
West Mercia Supplies
Yorkshire Purchasing Organisation

Contract Lead Authority
Eastern Shires Purchasing Organisation (ESPO)
Barnsdale Way, Grove Park, Enderby, Leicester LE19 1ES

Hampshire County Council

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Explained within this guide the framework agreement will be regularly reviewed, and therefore subsequent versions of the guide may replace this version during the lifetime of the framework.

For the most up to date version of the guide, please visit our website **www.hants.gov.uk/countysupplies**

1 Introduction

On behalf of the Pro5 consortium of professional buying organisations (CBC, ESPO, NEPO, WMS and YPO), Eastern Shire Purchasing Organisation (ESPO) has established a framework agreement of suitably experienced, qualified and resourced suppliers to provide IT related products and associated services in a number of areas, available for use by local authorities (and other bodies where applicable) and other public sector bodies nationally.

A Restricted tender[1] process was conducted; inviting bids in relation to the provision of IT related products and associated services. The tender process allowed bidders to indicate their particular areas of specialism and the resultant framework is categorised to reflect these areas of specialism. The framework will commence on 1st May 2008 and will be in place for a period of 2 years (with an option to extend the arrangement by a further two years). Clients may select from 9 categories of product / equipment supply within the framework which are as follows:

1. Desktop Computers
2. Notebook / Tablet Computers
3. Servers
4. Handheld Devices
5. Thin Client
6. Networking Infrastructure
7. LAN room equipment
8. Components
9. Special Needs / Ergonomic

In addition 11 associated service categories which are as follows:

1. IT Hardware Support and Corrective Maintenance
2. ICT Network Solutions
3. Sun Microsystems Solutions
4. Novell Infrastructure Solutions
5. Microsoft Windows / Exchange Server Solutions
6. Citrix Solutions
7. Unix / Linux Solutions
8. Oracle Solutions
9. SAP Solutions
10. Managed ICT Service provision
11. Equipment Disposal

A revised version of this User Guide will be available (and published at www.hants.gov.uk/countysupplies under contract HS/1842) following award of the IT related products and associated services Framework. Please contact John Mundy for further information.

The formally awarded Suppliers for each of the framework categories shown in the table above are listed in Schedule A of this document. Contact details for the Suppliers can be found in Schedule B with further information on pricing and expenses policies. A quick reference guide is provided in Schedule D.

2 Establishing the Framework

2.1. General

The Framework Agreement permits clients to commission business from suppliers on an ad hoc basis against tendered rates without re-opening competition. It essentially comprises a standing list of approved suppliers, separated into 20 product and service categories, from whom clients can select the most appropriate on a case by case basis, as required.

In the event that the client is unsure of the duration of service required to deliver a project or customer's requirement, or that the services required demand a considerable investment of resource, then clients may wish to consider the merits of re-opening competition, and further guidance in conducting such further competition is given in Section 3.2.2 below.

It is anticipated that day to day transactions (including undertaking secondary further-competitions, the appointment of suppliers to specific jobs, and delivery of and payment for services) will all be conducted directly between the client and the supplier.

In establishing this framework, a standard set of end user terms and conditions was included (see Schedule C) and these terms and conditions will apply to any work undertaken under this framework. Successful suppliers have been advised that these conditions will be the default conditions unless the client is advised otherwise at point of placing an official order and accepts such amendments.

In the event that a client is unable to identify a suitable category of product/service supply within the Framework, the client should in the first instance contact the relevant Pro5 member to seek further advice.

2.2 Evaluation of Tender Submissions

Evaluation was conducted in relation to each of the 20 specific categories, resulting in each category list being made up of a number of suppliers. The highest scoring organisations were awarded a position on the framework within the relevant category.

Tenders submitted in response to this market engagement were evaluated by officers of ESPO (the lead authority), against a set of pre-determined evaluation criteria which are as follows:

	Criteria	Weighting
a	Price (including all price-related factors – i.e. discounts, delivery charges, installation, service and support costs, etc)	50%
b	Quality', as clarified below. For products, individual evaluation criteria will include: • Range of products offered (15%) • Functionality and aesthetics (including environmental characteristics) (15%) • Maintenance, support and after sales service available (15%) • Delivery lead times and flexibility (5%) For solutions, individual evaluation criteria will include: • Breadth of service areas covered (8%) • Suitability, functionality and aesthetics of equipment offered and supported (15%) • Approach to establishing and meeting customer requirements (10%) • Maintenance, support and after sales service available (10%) • Typical supply and installation lead times (7%)	50%

3 Using the Framework

3.1 Benefits of Using the Framework

Using the IT Related Products and Associated Services framework can bring a number of benefits to clients:

- Clients can either call off from the framework, or re-open competition within it, removing the need for clients to conduct full tender exercises or lengthy supplier evaluations each time they have an IT equipment/service requirement, saving both the time and cost associated with procurement exercises.
- The established Framework is fully compliant with the Public Contracts Regulations 2006.
- Terms and conditions are established to underpin the framework
- The Framework will be managed and monitored by the relevant Pro5 member. In managing this contract on behalf of our clients, your views and requirements will be taken into account when reviewing and developing the contract.

3.2 Commissioning Requirements From the Framework

Clients can use the Framework in two ways when commissioning IT requirements; either to call off from the established framework on the basis of the tendered costs submitted (see 3.2.1. below), or where a comparison of all the elements are not able to be made with the information available, to re-open competition by way of a further-competition (see 3.2.2 below)

3.2.1 Calling off from the Framework

The Framework has been established with tendered equipment costing and where applicable hourly/daily charges for staff providing services to customers for each organisation. These costs/rates will be applicable to any work commissioned under the Framework, and in calling off from the Framework, clients simply need to contact the supplier they identify as providing best value for money for the products or services they require. Clients will need to advise the supplier (ideally by way of a project brief) of the products/services they require, and the timescale within which they want the products/services delivered.

3.2.2 Conducting Further Competition

Should the client be unable to determine which supplier is able to provide best value for money from the prices/rates contained within this document then the right is reserved for the client to re-open competition under this Framework[4].

In order to adhere to The Public Contracts Regulations 2006 for re-opening competition , clients must follow the steps outlined below:

- The client must invite all suppliers who are a party to the Framework and who are capable of delivering the customer's particular requirement. In commissioning work therefore from this Framework, clients must invite all suppliers within the relevant category they wish to procure from, for example, if a client wished to procure corrective maintenance provision, the client would need to invite all awarded suppliers within that category of the Framework to participate.
- The client shall formulate a project brief containing full details of the work required. This should include as a minimum a set of outcomes the supplier is expected to deliver, and the timescale within which they are required to deliver the products/services.
- The client shall send the brief to all suppliers within the category (either in writing or by email) inviting them to submit a tender, setting a time limit for the submission of written responses (which must be submitted in written format and not via email in order to adhere to point 4 below).
- The written responses should be kept confidential until the tender return deadline has passed.
- The tender submitted shall be evaluated in accordance with the criteria set out at 2.2 above and the requirement will be awarded on the basis of Most Economically Advantageous Tender.

4. Monitoring the Framework Agreement

As this is a framework agreement, from which customers can call off or conduct mini-competitions, the lead authority will not be involved in the day-to-day management of the suppliers and the products/services they provide. The lead authority will however be closely monitoring the progress and performance of the arrangements throughout the entire duration of the framework to ensure that customer's requirements are being adequately met.

5. Acknowledgement

This edition of the User Guide has been prepared by Hampshire County Council, who gratefully acknowledge the original data and advice contained in the ESPO edition.

Schedule A

Awarded Suppliers by Category

SCHEDULE A - Awarded Suppliers for each category

The following listing shows those companies that you may invite to quote for requirements under category-wide secondary engagements or directly using hte pricing in Schedule B.

Suppliers / Product Categories	Axess	Centerprise	Computacenter	Computerland	Dell	DTP	Equanet	Ergo	Esteem	European Electronique	Insight	ISC	Misco	NEC	Novatech	RM	SCC	Stone	Viglen	XMA
1. Desktop Computers	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
2. Notebook / Tablet Computers	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓		✓	✓	✓	✓	✓
3. Servers	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓
4. Handheld	✓			✓		✓	✓			✓		✓				✓	✓	✓		✓
5. Thin Client	✓		✓	✓	✓	✓	✓					✓				✓	✓	✓		✓
6. Networking Infrascructure				✓				✓		✓	✓	✓			✓	✓	✓	✓	✓	✓
7. LAN Room Equipment			✓	✓		✓		✓		✓	✓	✓			✓	✓		✓	✓	✓
8. Components			✓	✓				✓		✓	✓	✓				✓		✓	✓	✓
9. Special Needs			✓					✓		✓	✓	✓	✓		✓	✓	✓	✓	✓	✓

Suppliers / Services Categories	Axess	Centerprise	Carrillion	Computacenter	Computerland	Dacoll	Dell	DTP	Equanet	Ergo	Esteem	European Electronique	Fordway	HBS	Insight	ISC	Linetex	Logicalis	Misco	Pipex	Q Associates	RM	SCC	Servo	Stone	XMA
1. Desktop Support and Corrective Maintenance					✓				✓					✓		✓	✓		✓	✓		✓	✓	✓	✓	✓
2. ICT Network Solutions							✓			✓			✓	✓	✓	✓		✓					✓		✓	✓
3. Sun Microsystems Solutions				✓			✓		✓		✓	✓	✓		✓				✓	✓	✓		✓			
4. Novell Infrastructure				✓			✓						✓	✓					✓							
5. Microsoft Windows / Exchange Server Solutions					✓		✓						✓	✓			✓			✓			✓	✓	✓	✓
6. Citrix Solutions	✓				✓		✓						✓	✓	✓	✓				✓			✓	✓		✓
7. Unix / Linux Solutions				✓				✓	✓										✓	✓	✓		✓			
8. Oracle Solutions				✓			✓	✓							✓					✓			✓			
9. SAP Solutions				✓										✓												
10. Managed ICT Service Provision		✓	✓	✓	✓		✓				✓	✓		✓		✓		✓		✓		✓	✓	✓		✓
11. Equipment Disposal					✓	✓	✓	✓	✓					✓	✓	✓						✓	✓		✓	

Schedule B

Contact Details and Tendered Costs

All prices exclude VAT at the prevailing rate. Expenses policies are detailed where shown.

Axess Systems Ltd
North Mill
Belper
Bridgefoot
Derbyshire
DE56 1YD

Web: www.axesssystems.co.uk

Contact: Will Lingard (Internal)
Tel: 01773 882602
Fax: 01773 882603
E-mail: wlingard@axesssystems.co.uk

Contact: Ed Morton (External)
Tel: 01773 882602
Fax: 01773 882603
E-mail: emorton@axesssystems.co.uk

Product Category	
Desktop Computer	✓
Notebook / Tablet Computers	✓
Servers	✓
Handheld Devices	✓
Thin Client	✓
Networking Infrastructure	
LAN Room Equipment	
Components	
Special Needs / Ergonomic	
Service Category	
Corrective Maintenance	
Network Solutions	
Sun Microsystems Solutions	
Novell Infrastructure	
Windows / Exchange Solutions	
Citrix Solutions	✓
Unix/Linus Solutions	
Oracle Solutions	
SAP Solutions	
Managed Service Provision	
Equipment Disposal	

Pricing Policy

Product Category	Brand	Discount Structure
Desktops	HP	-37% - 58%
Notebooks	HP	-47 - 49%
Servers	HP	-21% - 28.35%
Handheld	HP	-30%
Thin Client	Wyse Sumo HP Xeratus Igel VXL Chip PC Thinspace	-11% - 16% -12% - 17.5% -43% -15% -16% -10% -16% - 21% -13%

Service Category	Grade	Hourly Rate	Daily Rate
Citrix Solutions	Consultant Project Manager Technician / Engineer		£800 £800 £600

Carillion IT Services (formerly Alfred McAlpine)
16 Upper Woburn Place
London
WC1H 0AF

Web: www.carillionplc.com/itservices

Contact: Mark Abbott
Tel: 0207 8120804 / 07917 085253
Fax: 0207 8374125
E-mail: mark.abbott@alfredmcalpineplc.com

Product Category	
Desktop Computer	
Notebook / Tablet Computers	
Servers	
Handheld Devices	
Thin Client	
Networking Infrastructure	
LAN Room Equipment	
Components	
Special Needs / Ergonomic	
Service Category	
Corrective Maintenance	
Network Solutions	
Sun Microsystems Solutions	
Novell Infrastructure	
Windows / Exchange Solutions	
Citrix Solutions	
Unix/Linus Solutions	
Oracle Solutions	
SAP Solutions	
Managed Service Provision	✓
Equipment Disposal	

Pricing on application.

Centerprise International Ltd
Hampshire International Business Park
Lime Tree Way
Chineham
Basingstoke
RG24 8GQ

Web: www.centerprise.co.uk

Contact: Neil McLenahan
Tel: 01256 378000 / 07889 433802
Fax: 01256 378084
E-mail: neil.mclenahan@centerprise.co.uk

Product Category	
Desktop Computer	✓
Notebook / Tablet Computers	✓
Servers	✓
Handheld Devices	
Thin Client	
Networking Infrastructure	
LAN Room Equipment	
Components	
Special Needs / Ergonomic	
Service Category	
Corrective Maintenance	
Network Solutions	
Sun Microsystems Solutions	
Novell Infrastructure	
Windows / Exchange Solutions	
Citrix Solutions	
Unix/Linus Solutions	
Oracle Solutions	
SAP Solutions	
Managed Service Provision	✓
Equipment Disposal	

Pricing Policy

Product Category	Brand	Discount Structure
Desktops	HP Lenovo Fujitsu Centerprise Apple Sun	Cost + 2% Cost + 2% Cost + 2% Cost + 2% Cost + 2% Cost + 2%
Notebooks	HP Panasonic Lenovo Fujitsu Tosbiba Apple	Cost + 2% Cost + 2% Cost + 2% Cost + 2% Cost + 2% Cost + 2%
Servers	IBM Fujitsu HP Centerpise Sun	Cost + 2% Cost + 2% Cost + 2% Cost + 2% Cost + 2%

Computacenter (UK) Ltd
Equipment Disposal
Hatfield Avenue
Hatfield
Hertfordshire
AL10 9TW

Web: www.computacenter.com

Contact: Trisha Walker
Tel: 0845 8505747
Fax: 0121 3585649
E-mail: trisha.walker@computacenter.com

Product Category	
Desktop Computer	✓
Notebook / Tablet Computers	✓
Servers	✓
Handheld Devices	
Thin Client	✓
Networking Infrastructure	
LAN Room Equipment	✓
Components	✓
Special Needs / Ergonomic	✓
Service Category	
Corrective Maintenance	
Network Solutions	
Sun Microsystems Solutions	✓
Novell Infrastructure	✓
Windows / Exchange Solutions	
Citrix Solutions	
Unix/Linus Solutions	✓
Oracle Solutions	✓
SAP Solutions	✓
Managed Service Provision	✓
Equipment Disposal	

Pricing Policy

Product Category	Brand	Discount Structure
Desktops	Fujitsu HP Lenovo Apple Sun	-50% On request On request On request On request
Notebooks	Fujitsu HP Lenovo Samsung Toshiba Apple	-50% On request On request On request On request On request
Servers	Fujitsu HP Sun	-50% On request On request
Thin Client	Wyse HP Samsung	On request On request On request
LAN Room	Chloride APC Quantum Belkin	On request On request On request On request
Components	Justrams Adaptec Sony Connect Barracuda	-31% On request On request On request On request
Special Needs	ABC BigKeys Kensington 3M Gold Touch BIGtrack	On request On request On request On request On request On request

Service Category	Grade	Hourly Rate	Daily Rate
Sun Solutions	Junior Consultant Consultant Senior Consultant Principal Consultant Managing Consultant Director/Partner		£482 £583 £680 £842 £976 £1289
Novell Solutions	Junior Consultant Consultant Senior Consultant Principal Consultant Managing Consultant Director/Partner		£482 £583 £680 £842 £976 £1289
Unix Solutions	Junior Consultant Consultant Senior Consultant Principal Consultant Managing Consultant Director/Partner		£482 £583 £680 £842 £976 £1289
Oracle Solutions	Junior Consultant Consultant Senior Consultant Principal Consultant Managing Consultant Director/Partner		£482 £583 £680 £842 £976 £1289
SAP Solutions	Junior Consultant Consultant Senior Consultant Principal Consultant Managing Consultant Director/Partner		£482 £583 £680 £842 £976 £1289

Computerland UK Plc
Discovery House
Mere Way
Ruddington
Nottingham
NG11 6JW

Web: www.computerland.co.uk

Contact: Mike Upton
Tel: 0845 1683424 / 07919 395350
Fax: 0870 2407318
E-mail: mike.upton@computerland.co.uk

Product Category	
Desktop Computer	✓
Notebook / Tablet Computers	✓
Servers	✓
Handheld Devices	✓
Thin Client	✓
Networking Infrastructure	✓
LAN Room Equipment	✓
Components	
Special Needs / Ergonomic	
Service Category	
Corrective Maintenance	✓
Network Solutions	
Sun Microsystems Solutions	
Novell Infrastructure	
Windows / Exchange Solutions	✓
Citrix Solutions	✓
Unix/Linus Solutions	
Oracle Solutions	
SAP Solutions	
Managed Service Provision	✓
Equipment Disposal	✓

Pricing Policy

Product Category	Brand	Discount Structure
Desktops	HP Fujitsu Lenovo Apple Sun	-31% - 63% -48% - 56% -21% - 37% -16% - 36% -15%
Notebooks	Apple Fujitsu Siemens HP Lenovo Toshiba	-17% - 27% -48% - 52% -33% - 65% -21% - 51% -6% - 9%
Servers	Fujitsu Siemens HP IBM Sun	-48% -19% - 51% -17% - 50% -14%
Handheld	HP	-39% - 45%
Thin Client	HP Wyse	36% - 38% -16%
Networking	3Com Cisco D-Link HP Procurve	-14% - 25% -65% -34% - 38% -33% - 46%
LAN Room	APC Belkin Chloride Quantum	-10% -69% -6% -16% - 23%
Components	Adaptec ATI Kingston Seagate Sony	-39% -37% -48% -46% -23%

Service Category	Grade	Hourly Rate	Daily Rate
Maintenance	Desk Side Support / Maintenance Engineer	£90	£275
	Systems / Network Engineer	£140	£550
	Team Leader / Service Manager	N/A	£595
Windows Solutions	Microsoft Technical Consultant	£86	£645
	Project Manager	£93	£695
	Network Professional	£73	£550
	Desktop Engineer	£37	£275

Dacoll Ltd
Dacoll House
Kingbury Road
Minworth
Sutton Coldfield
West Midlands
B76 9DD

Web: www.dacoll.co.uk

Contact: Nigel Murphy (Business Development Manager)
Tel: 01506 815300
Fax: 0121 3131299
E-mail: n.murphy@dacoll.co.uk

Product Category	
Desktop Computer	
Notebook / Tablet Computers	
Servers	
Handheld Devices	
Thin Client	
Networking Infrastructure	
LAN Room Equipment	
Components	
Special Needs / Ergonomic	
Service Category	
Corrective Maintenance	
Network Solutions	
Sun Microsystems Solutions	
Novell Infrastructure	
Windows / Exchange Solutions	
Citrix Solutions	
Unix/Linus Solutions	
Oracle Solutions	
SAP Solutions	
Managed Service Provision	
Equipment Disposal	✓

Pricing on application.

Dell Corporation Ltd
Dell House
The Boulevard
Cain Road
Bracknell
RG12 1LF

Web: www.dell.co.uk/local

Contact: Robin Slatter (Internal)
Tel: 01344 373551
Fax: 01344 376551
E-mail: robin_slatter@dell.com

Contact: Richard Spalding (External)
Tel: 07802 595089
E-mail: richard_spalding@dell.com

Product Category	
Desktop Computer	✓
Notebook / Tablet Computers	✓
Servers	✓
Handheld Devices	
Thin Client	✓
Networking Infrastructure	
LAN Room Equipment	
Components	
Special Needs / Ergonomic	
Service Category	
Corrective Maintenance	
Network Solutions	✓
Sun Microsystems Solutions	✓
Novell Infrastructure	✓
Windows / Exchange Solutions	✓
Citrix Solutions	✓
Unix/Linus Solutions	
Oracle Solutions	✓
SAP Solutions	
Managed Service Provision	✓
Equipment Disposal	✓

Pricing Policy

Product Category	Brand	Discount Structure
Desktops	Dell	-32.5%
Notebooks	Dell	-32.5%
Servers	Dell	-32.5%
Thin Client	Dell	-4.3% - 20%

Service Category	Grade	Hourly Rate	Daily Rate
Network Solutions	Programme Manager	£135	£1080
	Senior Project Manager	£114	£910
	Solution Architect	£114	£910
	Project Manager	£99	£790
	Senior Technical Specialist	£97	£775
	Technical Specialist	£80	£640
	Project Co-ordinator	£61	£490
	Deployment Engineer	£56	£450
Sun Solutions	Consultant	£96.25	£770
	Senior Consultant	£116.88	£935
	Solutions Architect	£96.25	£770
	Project Manager	£116.88	£935
	Engineer	£82.50	£660
Novell Solutions	Associate Consultant / Technician	£110	£880
	Consultant	£132	£1056
	Senior Consultant	£154	£1232
	Project Manager	£154	£1232
	Service Manager	£165	£1320

Service Category	Grade	Hourly Rate	Daily Rate
Windows Solutions	Programme Manager	£135	£1080
	Senior Project Manager	£114	£910
	Solution Architect	£114	£910
	Project Manager	£99	£790
	Senior Technical Specialist	£97	£775
	Technical Specialist	£80	£640
	Project Co-ordinator	£61	£490
	Deployment Engineer	£56	£450
Citrix Solutions	Consultant	£96.25	£770
	Senior Consultant	£116.88	£935
	Solutions Architect	£96.25	£770
	Project Manager	£116.88	£935
	Engineer	£82.50	£660
Oracle Solutions	Technical/Solutions Architect	£129.80	£1045
	Project Manager	£116.60	£935
	Developer	£110	£880
	DBA	£110	£880
	Oracle Middleware Consultant	£123.20	£990
	Applications DBA	£129.80	£1045
	Functional Consultant	£129.80	£1045

The DTP Group
DTP House
Bowcliffe Road
Leeds
LS10 1HB

Web: www.dtpgroup.co.uk

Contact: Wendy Sansam
Tel: 0113 2460210
Fax: 0113 2771963
E-mail: wsansam@dtpgroup.co.uk

Product Category	
Desktop Computer	✓
Notebook / Tablet Computers	✓
Servers	✓
Handheld Devices	✓
Thin Client	✓
Networking Infrastructure	
LAN Room Equipment	✓
Components	
Special Needs / Ergonomic	
Service Category	
Corrective Maintenance	
Network Solutions	
Sun Microsystems Solutions	
Novell Infrastructure	
Windows / Exchange Solutions	
Citrix Solutions	
Unix/Linus Solutions	✓
Oracle Solutions	✓
SAP Solutions	
Managed Service Provision	
Equipment Disposal	✓

Pricing Policy

Product Category	Brand	Discount Structure
Desktops	HP Lenovo	Variable -24% - 44%
Notebooks	HP Lenovo Samsung Sony Toshiba	-46.5% - 59.5% -22% - 55% -19% - 24% -19% -1% - 11%
Servers	HP IBM	-29.3% - 35.9% -48% - 51%
Handheld	HP	-29% - 37.5%
Thin Client	HP	50% -64.6%
LAN Room	APC Belkin Chloride Quantum	-16% - 19% Variable 39% Variable

Service Category	Grade	Hourly Rate	Daily Rate
Unix Solutions	All		£950+
Oracle Solutions	All		£950 - £1000

Equanet (PC World Business)
Waterfold Park
Rochdale Road
Bury
Lancashire
BL9 7BJ

Web: www.equanet.com

Contact: Harry McMurray
Tel: 0161 4473816
Fax: 07092 876413
E-mail: harry.mcmurray@equanet.co.uk

Product Category	
Desktop Computer	✓
Notebook / Tablet Computers	✓
Servers	✓
Handheld Devices	✓
Thin Client	✓
Networking Infrastructure	
LAN Room Equipment	
Components	
Special Needs / Ergonomic	
Service Category	
Corrective Maintenance	✓
Network Solutions	
Sun Microsystems Solutions	✓
Novell Infrastructure	
Windows / Exchange Solutions	
Citrix Solutions	
Unix/Linus Solutions	✓
Oracle Solutions	
SAP Solutions	
Managed Service Provision	
Equipment Disposal	✓

Pricing Policy

Product Category	Brand	Discount Structure
Desktops	Acer Apple Fujitsu Siemens HP Lenovo NEC	-12% -1 – 10% -50% -1 – 10% -1 – 10% -25%
Notebooks	Acer Apple Fujitsu Siemens HP Lenovo NEC Sony	-13% -1 – 10% -50% -1 – 10% -1 – 10% -25% -1 – 10%
Servers	Fujitsu Siemens IBM NEC Sun	-52% -1 – 10% -25% -1 – 10%
Handheld	HP	-1% - 10%
Thin Client	HP NEC Neoware Wyse	-1 – 10% -25% -25% -5%

Service Category	Grade	Hourly Rate	Daily Rate
Maintenance	Desktop Engineer	£69	£356
	Server Hardware Engineer	£103.50	£425.50
	Microsoft Systems Engineer	£n/a	£563.50
	Project Management	£n/a	£632.50
	IT Consultant	£n/a	£839.50
	Hardware Audit	£n/a	£310.50
Sun Solutions	Consultant	£n/a	£1200
	Project Manager	£n/a	£1200
	Engineer	£n/a	£850 - £1000
Unix Solutions	Hardware break/fix and restoring (09:00 – 17:00)	£200 (set up) £68.75 p/h	£646.88
	Diagnosing problems and second level support	£250 (set up) £93.75 p/hr	£934.38
	Installation, config, upgrading, fault investigation, back up	£250 (set up) £93.75 p/h	£934.38

Ergo Computing UK Ltd
Ergo House
Mere Way
Ruddington Fields
Ruddington
Nottingham
NG11 6JS

Web: www.ergo.co.uk

Contact: Karen Nash (Internal)
Tel: 0115 9144145
Fax: 0115 9144155
E-mail: karenn@ergo.co.uk

Contact: Hazel Winter (External)
Tel: 07855 810233
E-mail: hazelw@ergo.co.uk

Product Category	
Desktop Computer	✓
Notebook / Tablet Computers	✓
Servers	✓
Handheld Devices	
Thin Client	
Networking Infrastructure	✓
LAN Room Equipment	✓
Components	✓
Special Needs / Ergonomic	✓
Service Category	
Corrective Maintenance	
Network Solutions	✓
Sun Microsystems Solutions	
Novell Infrastructure	
Windows / Exchange Solutions	
Citrix Solutions	
Unix/Linus Solutions	
Oracle Solutions	
SAP Solutions	
Managed Service Provision	
Equipment Disposal	

Pricing Policy

Product Category	Brand	Discount Structure
Desktops	Ergo	-9%
Notebooks	Ergo	-9%
Servers	Ergo	-9%
Networking	3Com Cicso D-Link	-9% -9% -9%
LAN Room	APC Belkin Chloride Quantum	-9% -9% -9% -9%
Components	Adaptec Barracuda Club 3D Connect 3D Kingston NEC	-9% -9% -9% -9% -9% -9%
Special Needs	3M Accuratus BigKeys BigTrack Gold Touch Kingston	-9% -9% -9% -9% -9% -9%

Service Category	Grade	Hourly Rate	Daily Rate
Network Solutions	Pre-Sales Consultant	£62.50	£500
	Network Health Check Consultant	£93.75	£750
	Level 1 Technician	£50.00	£400
	Level 2 Technician	£75.00	£600
	Level 3 Technician	£93.75	£750
	Project Manager	£93.75	£750

Esteem Systems Ltd
Rofta House
Rudgate
Thorp Arch
Wetherby
Leeds
LS23 7QA

Web: www.esteem.co.uk

Contact: Paul Potts (Major Account Manager)
Tel: 01937 861021
Fax: 01937 841234
E-mail: p.potts@esteem.co.uk

Product Category	
Desktop Computer	
Notebook / Tablet Computers	
Servers	✓
Handheld Devices	
Thin Client	
Networking Infrastructure	
LAN Room Equipment	
Components	
Special Needs / Ergonomic	
Service Category	
Corrective Maintenance	
Network Solutions	
Sun Microsystems Solutions	✓
Novell Infrastructure	
Windows / Exchange Solutions	
Citrix Solutions	
Unix/Linus Solutions	
Oracle Solutions	
SAP Solutions	
Managed Service Provision	✓
Equipment Disposal	

Pricing Policy

Product Category	Brand	Discount Structure
Servers	Sun	-10% - 30%

Service Category	Grade	Hourly Rate	Daily Rate
Sun Solutions	Technical Consultant		£600
	Strategic Consultant		£750
	Project Manager		£600
	Junior Technical Consultant		£575
	Service Manager		£750

European Electronique Ltd
Forward House
Oakefields House Estate
Eynsham
Oxfordshire
OX29 4TT

Web: www.euroele.com

Contact: Mark Holton
Tel: 01865 883300 ext.1400 / 07970 805269
Fax: 01865 883371
E-mail: mark.holton@euroele.com

Product Category	
Desktop Computer	✓
Notebook / Tablet Computers	✓
Servers	✓
Handheld Devices	✓
Thin Client	
Networking Infrastructure	✓
LAN Room Equipment	✓
Components	✓
Special Needs / Ergonomic	✓
Service Category	
Corrective Maintenance	
Network Solutions	
Sun Microsystems Solutions	✓
Novell Infrastructure	
Windows / Exchange Solutions	
Citrix Solutions	
Unix/Linus Solutions	
Oracle Solutions	
SAP Solutions	
Managed Service Provision	✓
Equipment Disposal	

Pricing Policy

Product Category	Brand	Discount Structure
Desktops	HP	+2%
	Lenovo	+2%
	NEC	+2%
	Sun	+2%
Notebooks	HP	+2%
	Lenovo	+2%
	Sony	+2%
	Toshiba	+2%
Servers	HP	+2%
	Sun	+2%
Handheld	Fujitsu Siemens	+2%
	HP	+2%
Networking	3Com	+2%
	Cisco	+2%
	D-Link	+2%
	HP Procurve	+2%
LAN Room	APC	+2%
	Belkin	+2%
	Chloride	+2%
	Quantum	+2%
Components	Adaptec	+2%
	Barracuda	+2%
	Connect 3D	+2%
	Kingston	+2%
	Sony	+2%

Product Category	Brand	Discount Structure
Special Needs	3M	+2%
	ABC	+2%
	Accuratus	+2%
	BigKeys	+2%
	BigTrack	+2%
	Evoluent	+2%
	Gold Touch	+2%
	Helpikeys	+2%
	Kensington	+2%
	Kid Glove	+2%
	Microban	+2%
	Microdesk	+2%
	Visikeys	+2%

Service Category	Grade	Hourly Rate	Daily Rate
Sun Solutions	Master Solution Architect		£1500
	Programme Director/Manager		
	Senior Project Manager		£1000
	Senior Technical		£900
	Technical	£60	£400
	Engineer	£40	£300

Fordway Solutions Ltd
Hambledon House
Catteshall Lane
Godalming
Surrey
GU7 1JJ

Web: www.fordway.com

Contact: Richard Blanford (Internal)
Tel: 0844 8700100
Fax: 01483 423608
E-mail: richard.blanford@fordway.com

Contact: John Hudson (External)
Tel: 07736 920682
E-mail: john.hudson@fordway.com

Product Category	
Desktop Computer	
Notebook / Tablet Computers	
Servers	
Handheld Devices	
Thin Client	
Networking Infrastructure	
LAN Room Equipment	
Components	
Special Needs / Ergonomic	
Service Category	
Corrective Maintenance	
Network Solutions	✓
Sun Microsystems Solutions	✓
Novell Infrastructure	✓
Windows / Exchange Solutions	✓
Citrix Solutions	✓
Unix/Linus Solutions	
Oracle Solutions	
SAP Solutions	
Managed Service Provision	
Equipment Disposal	

Pricing Policy

Service Category	Grade	Hourly Rate	Daily Rate
Network Solutions	Technician	£95	£510
	Systems Engineer	£120	£680
	Consultant	£130	£750
	Project Manager	£145	£850
	Service Manager	£150	£900
	Senior Consultant	£175	£950
	Principle Consultant	£200	£1200
Sun Solutions	Technician	£95	£510
	Systems Engineer	£120	£680
	Consultant	£130	£750
	Project Manager	£145	£850
	Service Manager	£150	£900
	Senior Consultant	£175	£950
	Principle Consultant	£200	£1200
Novell Solutions	Technician	£95	£510
	Systems Engineer	£120	£680
	Consultant	£130	£750
	Project Manager	£145	£850
	Service Manager	£150	£900
	Senior Consultant	£175	£950
	Principle Consultant	£200	£1200

Service Category	Grade	Hourly Rate	Daily Rate
Windows Solutions	Technician	£95	£510
	Systems Engineer	£120	£680
	Consultant	£130	£750
	Project Manager	£145	£850
	Service Manager	£150	£900
	Senior Consultant	£175	£950
	Principle Consultant	£200	£1200
Citrix Solutions	Technician	£95	£510
	Systems Engineer	£120	£680
	Consultant	£130	£750
	Project Manager	£145	£850
	Service Manager	£150	£900
	Senior Consultant	£175	£950
	Principle Consultant	£200	£1200

HBS (Mouchel Business Services)
Mill House
Brayford Wharf North
Lincoln
LN1 1YT

Web: www.mouchel.com

Contact: Sue Ashmore
Tel: 01522 836192
Fax: 01522 516051
E-mail: enquiries@mouchel-lincoln.com

Pricing Policy

Service Category	Grade	Hourly Rate	Daily Rate
Maintenance	Programme Manager	£115	£850
	Project Manager	£108	£800
	Senior IT Consultant	£115	£850
	IT Consultant	£108	£800
	Business Systems Architect/IT Consultant	£115	£850
	Principle Infrastructure Engineer/Analyst Programmer	£102	£750
	Senior Infrastructure Engineer/Analyst Programmer	£88	£650
	Infrastructure Engineer/Analyst Programmer	£74	£550
Network Solutions	Programme Manager	£115	£850
	Project Manager	£108	£800
	Senior IT Consultant	£115	£850
	IT Consultant	£108	£800
	Business Systems Architect/IT Consultant	£115	£850
	Principle Infrastructure Engineer/Analyst Programmer	£102	£750
	Senior Infrastructure Engineer/Analyst Programmer	£88	£650
	Infrastructure Engineer/Analyst Programmer	£74	£550
Novel Infrastructure	Programme Manager	£115	£850
	Project Manager	£108	£800
	Senior IT Consultant	£115	£850
	IT Consultant	£108	£800
	Business Systems Architect/IT Consultant	£115	£850
	Principle Infrastructure Engineer/Analyst Programmer	£102	£750
	Senior Infrastructure Engineer/Analyst Programmer	£88	£650
	Infrastructure Engineer/Analyst Programmer	£74	£550

Product Category	
Desktop Computer	
Notebook / Tablet Computers	
Servers	
Handheld Devices	
Thin Client	
Networking Infrastructure	
LAN Room Equipment	
Components	
Special Needs / Ergonomic	
Service Category	
Corrective Maintenance	✓
Network Solutions	✓
Sun Microsystems Solutions	
Novell Infrastructure	✓
Windows / Exchange Solutions	✓
Citrix Solutions	✓
Unix/Linus Solutions	
Oracle Solutions	
SAP Solutions	✓
Managed Service Provision	✓
Equipment Disposal	✓

Service Category	Grade	Hourly Rate	Daily Rate
Windows Solutions	Programme Manager	£115	£850
	Project Manager	£108	£800
	Senior IT Consultant	£115	£850
	IT Consultant	£108	£800
	Business Systems Architect/IT Consultant	£115	£850
	Principle Infrastructure Engineer/Analyst Programmer	£102	£750
	Senior Infrastructure Engineer/Analyst Programmer	£88	£650
	Infrastructure Engineer/Analyst Programmer	£74	£550
Citrix Solutions	Programme Manager	£115	£850
	Project Manager	£108	£800
	Senior IT Consultant	£115	£850
	IT Consultant	£108	£800
	Business Systems Architect/IT Consultant	£115	£850
	Principle Infrastructure Engineer/Analyst Programmer	£102	£750
	Senior Infrastructure Engineer/Analyst Programmer	£88	£650
	Infrastructure Engineer/Analyst Programmer	£74	£550
SAP Solutions	Principle Consultant	£125	£1000
	Senior Consultant	£100	£800
	Consultant	£75	£600
	Analyst	£63	£500

Insight Direct (UK) Ltd
Technology Building
Insight Campus
Terry Street
Sheffield
S9 2BU

Web: www.insight.com/uk

Contact: Dean Blades
Tel: 0870 7067089
Fax: 0870 7068089
E-mail: dean.blades@uk.insight.com

Pricing Policy

Product Category	Brand	Discount Structure
Desktops	Acer	-3.07% - 10.42%
	Apple	-1.60% - 8.32%
	Fujitsu Siemens	-2.06% - 10.66%
	HP	-0.48% - 9.63%
	Lenovo	-2.75%
	Sun	-5.55% - 12.95%
Notebooks	Acer	-0.32%
	Apple	-0.50% - 22.09%
	Fujitsu Siemens	-2.93%
	HP	-1.57%
	Lenovo	-1.97% - 21.42%
	Sony	-4.79%
	Toshiba	-0.93% - 10.34%
Servers	Fujitsu Siemens	-6.20% - 7.80%
	HP	-3.78% - 8.41%
	IBM	-4.49% - 13.25%
	Tyan	-2.47%
	Sun	-6.69% - 10.90%
Networking	3Com	-10.11% - 12.07%
	Cisco	-6.68% - 11.71%
	D-Link	-10.86% - 11.81%
LAN Room	APC	-2.19% - 5.74%
	Belkin	-76.25%
	Quantum	-9.17% - 13.85%
	Videk	-85.66%
Components	Adaptec	-9.24%
	Barracuda	-2.47%
	Connect 3D	-8.76%
	Hypertec	-37.45%
	Just Rams Int.	-28.12%
	Kingston	-8.65% - 9.63%
	Lenovo	-32.76%
	NEC	-21.68%
	Pioneer	-25.49%
	Samsung	-22.16%
	Sony	-8.95%
Special Needs	3M	--2.67%
	ABC	-9.06%
	Accuratus	-3.29%
	BigKeys	-9.06%
	BigTrack	-10.27%
	Dolphin	-2.47% - 2.65%
	Dragon	-1.81% - 2.62%
	Evoluent	-2.61% - 2.82%
	Gold Touch	-11.72%
	Inspiration	-4.19%
	Kensington	-2.61%
	Maltron	-2.47%
	Microdesk	-34.97%
	Read/Write Gold	-7.82%
	RSIGuard	-11.53%
	SmartNav	-2.46%
	X-Keys	-2.46%

Product Category	
Desktop Computer	✓
Notebook / Tablet Computers	✓
Servers	✓
Handheld Devices	
Thin Client	
Networking Infrastructure	✓
LAN Room Equipment	✓
Components	✓
Special Needs / Ergonomic	✓
Service Category	
Corrective Maintenance	
Network Solutions	✓
Sun Microsystems Solutions	✓
Novell Infrastructure	
Windows / Exchange Solutions	
Citrix Solutions	✓
Unix/Linus Solutions	
Oracle Solutions	✓
SAP Solutions	
Managed Service Provision	✓
Equipment Disposal	✓

Service Category	Grade	Hourly Rate	Daily Rate
Network Solutions	Consultant		£1000
	Project Manager		£900
	Senior Technician		£780
	Service Manager		£600
Sun Solutions	Consultant		£950
	Project Manager		£1050
	Technician		£725
Citrix Solutions	Principal Consultant	£180	£1350
	Consultant	£135	£1000
	Senior Engineer	£120	£900
	Application Packager	£70	£500
	Programme Manager	£150	£1150
	Project Manager	£120	£900
	Project Co-ordinator	£80	£600
Oracle Solutions	Program Manager	£170	£1400
	Project Manager	£150	£1300
	Senior Functional/Applications Consultant	£140	£1100
	Functional Applications Consultant	£125	£980
	Senior Technical Consultant	£140	£1100
	Technical Consultant	£125	£980
	Senior DBA	£140	£1100

ISC Computer Plc
Solar House
Blackstone Road
Huntingdon
Cambs
PE29 6EF

Contact: Simon Lawless (Sales Director)
Tel: 01480 420000
Fax: 01480 420080
E-mail: slawless@iscnet.co.uk

Product Category	
Desktop Computer	✓
Notebook / Tablet Computers	✓
Servers	✓
Handheld Devices	✓
Thin Client	✓
Networking Infrastructure	✓
LAN Room Equipment	✓
Components	✓
Special Needs / Ergonomic	✓
Service Category	
Corrective Maintenance	✓
Network Solutions	✓
Sun Microsystems Solutions	
Novell Infrastructure	
Windows / Exchange Solutions	
Citrix Solutions	✓
Unix/Linus Solutions	
Oracle Solutions	
SAP Solutions	
Managed Service Provision	
Equipment Disposal	

Pricing Policy

Product Category	Brand	Discount Structure
Desktops	Apple	+2.5%
	Fujitsu Siemens	+2.5%
	HP	+2.5%
	Lenovo	+2.5%
	Sun	+2.5%
Notebooks	Apple	+2.5%
	Fujitsu Siemens	+2.5%
	HP	+2.5%
	Lenovo	+2.5%
	Toshiba	+2.5%
Servers	Fujitsu Siemens	+2.5%
	HP	+2.5%
	IBM	+2.5%
	Sun	+2.5%
Handheld	HP	+2.5%
Thin Client	HP	+2.5%
	Wyse	+2.5%
Networking	3Com	+2.5%
	Cisco	+2.5%
	D-Link	+2.5%
	HP Procurve	+2.5%
LAN Room	APC	+2.5%
	Belkin	+2.5%
	Quantum	+2.5%
Components	Adaptec	+2.5%
	Barracuda	+2.5%
	Connect 3D	+2.5%
	Hypertec	+2.5%
	Kingston	+2.5%
	Sapphire	+2.5%
	Sony	+2.5%
Special Needs	3M	+2.5%
	ABC	+2.5%
	Accuratus	+2.5%
	BigKeys	+2.5%
	BigTrack	+2.5%
	Gold Touch	+2.5%
	Kensington	+2.5%

Service Category	Grade	Hourly Rate	Daily Rate
Maintenance	Desktop Engineer	£40	£275
	Systems Engineer	£75	£450
	Service Manager	£100	£600
	Project Manager	£114	£850
Network Solutions	Project Manager	£114	£850
	Systems Architect	£114	£850
	Senior Consultant	£100	£750
	Consultant	£87	£650
Citrix Solutions	Project Manager	£114	£850
	Systems Architect	£114	£850
	Senior Consultant	£100	£750
	Consultant	£87	£650

Linetex
Rio Industrial Estate
Polesden Lane
Ripley
Woking
Surrey
GU23 6JX

Contact: Bob Brittaine
Tel: 01483 253000
Fax: 01483 211727
E-mail: bobb@linetex.co.uk

Product Category	
Desktop Computer	
Notebook / Tablet Computers	
Servers	
Handheld Devices	
Thin Client	
Networking Infrastructure	
LAN Room Equipment	
Components	
Special Needs / Ergonomic	
Service Category	
Corrective Maintenance	✓
Network Solutions	
Sun Microsystems Solutions	
Novell Infrastructure	
Windows / Exchange Solutions	✓
Citrix Solutions	
Unix/Linus Solutions	
Oracle Solutions	
SAP Solutions	
Managed Service Provision	
Equipment Disposal	

Pricing Policy

Service Category	Grade	Hourly Rate	Daily Rate
Maintenance	Desktop Engineer	£70	£395
	Server/Network Engineer	£100	£595
	Tech Support Engineer	£100	£595
	Service Manager	£120	£695
Windows Solutions	Desktop Engineer	£100	£595
	Server/Network Engineer	£100	£595
	Tech Support Engineer	£100	£595
	Service Manager	£120	£695

Logicalis
110 Buckingham Avenue
Slough
Berkshire
S4 4PE

Contact: Melanie Clarke (Commercial Manager)
Tel: 01753 777490
Fax: 01753 777203
E-mail: melanie.clarke@kk.logicalis.com

Product Category	
Desktop Computer	
Notebook / Tablet Computers	
Servers	
Handheld Devices	
Thin Client	
Networking Infrastructure	
LAN Room Equipment	
Components	
Special Needs / Ergonomic	
Service Category	
Corrective Maintenance	
Network Solutions	✓
Sun Microsystems Solutions	
Novell Infrastructure	
Windows / Exchange Solutions	
Citrix Solutions	
Unix/Linus Solutions	
Oracle Solutions	
SAP Solutions	
Managed Service Provision	✓
Equipment Disposal	

Pricing Policy

Service Category	Grade	Hourly Rate	Daily Rate
Network Solutions	Consultant Standard	£88.75	£710
	Consultant Security	£106.25	£850
	Engineer	£88.75	£710
	Project Manager	£88.75	£710
	Pre-Stage Engineer	£75.00	£600

Misco
Darby Close
Park Farm South
Wellingborough
Northants
NN8 6GS

Contact: Kelly Stewart (Bids & Tender Specialist)
Tel: 0870 7257292
Fax: 0870 7258650
E-mail: kels@misco.co.uk

Product Category	
Desktop Computer	✓
Notebook / Tablet Computers	✓
Servers	✓
Handheld Devices	
Thin Client	
Networking Infrastructure	
LAN Room Equipment	
Components	
Special Needs / Ergonomic	✓
Service Category	
Corrective Maintenance	✓
Network Solutions	
Sun Microsystems Solutions	✓
Novell Infrastructure	✓
Windows / Exchange Solutions	
Citrix Solutions	
Unix/Linus Solutions	✓
Oracle Solutions	
SAP Solutions	
Managed Service Provision	
Equipment Disposal	

Pricing Policy

Product Category	Brand	Discount Structure
Desktops	Acer	-4.38% - 6.06%
	AG Neovo	-5.45% - 7.06%
	Apple	-11.34% - 13.58%
	Belinea	-1.72%
	BenQ	-3.41% - 3.86%
	CTX	-2.29%
	Fujitsu Siemens	-47.3% - 48.21%
	GNR	-6.46%
	Hanns-G	-4.77% - 4.84%
	HP	+4%
	Iiyama	-7.25% - 7.58%
	Lenovo	-20.53% - 41.61%
	LG	-7.12% - 8.11%
	Mirai	-5.01%
	Misco Saver	-2.26%
	NEC	-17.07% - 25%
	Phillips	-8.68% - 8.95%
	Samsung	-3.73% - 5%
	Viewsonic	-8.98% - 9.82%
Notebooks	Apple	-11.45% - 13.5%
	Fujitsu Siemens	-47.68% - 48.0%
	HP	+4%
	Lenovo	-18.87% - 53.6%
	NEC	-12.94% - 25%
Servers	Fujitsu Siemens	-47.393%
	HP	+4%
	IBM	-28.65%
	NEC	-17.42% - 25%
	Sun	19.89%
Special Needs	3M	-4.66% - 5.18%
	BigKeys	-19.61%
	BigTrack	-5.18%
	Dolphin	-3.34% - 3.73%
	Dragon	-3.4%
	Evoluent	-4.825
	Gold Touch	-30.3%
	Inspiration	-6.26%
	Kensington	-3.92%
	Logitech	-7.54% - 34.25%
	Maltron	-3.47%
	Microdesk	-34.29%
	Microsoft	-6.1% - 11.6%
	Read/Write Gold	-8.8%
	RSIGuard	-13%
	SmartNav	-3.8%
	Visikeys	-5.35%
	X-Keys	-3.99%

Service Category	Grade	Hourly Rate	Daily Rate
Maintenance	Desktop Engineer	£66	£340
	Server Hardware Engineer	£99	£407
	Microsoft Systems Engineer	£n/a	£540
	Project Management	£n/a	£605
	IT Consultant	£n/a	£800
	Hardware Audit	£n/a	£298
Sun Solutions	UNIX Hardware break/fix and restore	Set up £200 £68.75 p/hr	£618
	Diagnosing UNIX o/s problems and 2nd level support	Set up £250 £93.75 p/hr	£850
	Installation, config, upgrading and fault investigating	Set up £250 £93.75 p/hr	£850
Novell Solutions	Desktop Engineer	£66	£341
	Server Hardware Engineer	£99	£407
	Microsoft Systems Engineer	£n/a	£539
	Project Management	£n/a	£605
	IT Consultant	£n/a	£800
	Hardware Audit	£n/a	£300
Unix Solutions	UNIX Hardware break/fix and restore	Set up £240 £75 p/hr	£600
	Diagnosing UNIX o/s problems and 2nd level support	Set up £275 £99.75 p/hr	£850
	Installation, config, upgrading and fault investigating	Set up £275, £99.75 p/hr	£850

NEC Computers Ltd
Integration House
Alba Campus
Livingston
EH54 7EG

Contact: Hamilton May
Tel: 01506 402533
Fax: 01506 402520
E-mail: Hamilton/may@nec-computers.com

Product Category	
Desktop Computer	✓
Notebook / Tablet Computers	✓
Servers	✓
Handheld Devices	
Thin Client	
Networking Infrastructure	
LAN Room Equipment	
Components	
Special Needs / Ergonomic	
Service Category	
Corrective Maintenance	
Network Solutions	
Sun Microsystems Solutions	
Novell Infrastructure	
Windows / Exchange Solutions	
Citrix Solutions	
Unix/Linus Solutions	
Oracle Solutions	
SAP Solutions	
Managed Service Provision	
Equipment Disposal	

Pricing Policy

Product Category	Brand	Discount Structure
Desktops	NEC	-25%
Notebooks	NEC	-25%
Servers	NEC	-25%

Novatech
Harbour House
Hamilton Road
Portsmouth
PO6 4PU

Contact: Kay Lawes
Tel: 02392 322524
Fax: 02392 322624
E-mail: kay.lawes@novatech.co.uk

Product Category	
Desktop Computer	✓
Notebook / Tablet Computers	
Servers	
Handheld Devices	
Thin Client	
Networking Infrastructure	✓
LAN Room Equipment	✓
Components	
Special Needs / Ergonomic	✓
Service Category	
Corrective Maintenance	
Network Solutions	
Sun Microsystems Solutions	
Novell Infrastructure	
Windows / Exchange Solutions	
Citrix Solutions	
Unix/Linus Solutions	
Oracle Solutions	
SAP Solutions	
Managed Service Provision	
Equipment Disposal	

Pricing Policy

Product Category	Brand	Discount Structure
Desktops	Novatech	-5%
Networking	3Com Cisco D-Link	-10% - 20% -37% - 39% -10%
LAN Room	APC Belkin Quantum	-8% - 40% -25% -18% - 20%
Special Needs	3M Accuratus BigKeys BigTrack Gold Touch Kensington	-6% -12% -12% -12% -12% -12%

Pipex (Vialtus Solutions)
5 Roundwood Avenue
Stockley Park
Uxbridge
UB11 1AY

Contact: Julian Morgan
Tel: 07976 958903
Fax: 0208 5899833
E-mail: julian.morgan@vialts.com

Product Category	
Desktop Computer	
Notebook / Tablet Computers	
Servers	
Handheld Devices	
Thin Client	
Networking Infrastructure	
LAN Room Equipment	
Components	
Special Needs / Ergonomic	
Service Category	
Corrective Maintenance	✓
Network Solutions	
Sun Microsystems Solutions	✓
Novell Infrastructure	
Windows / Exchange Solutions	✓
Citrix Solutions	✓
Unix/Linus Solutions	✓
Oracle Solutions	✓
SAP Solutions	
Managed Service Provision	✓
Equipment Disposal	

Pricing Policy

Service Category	Grade	Hourly Rate	Daily Rate
Maintenance	Project Management		£560
	Network Core Engineer		£775
	Network Focal Engineer		£645
	Network NOC/SOC Engineer		£560
	Database Administrator		£645
	System Administrator/Load Balancing		£560
	Remote Hands		£485
Sun Solutions	Database Administrator		£645
	System Administrator		£560
	NOC Engineer		£560
	SOC Engineer		£560
	Project Management		£560
Windows Solutions	Project Management		£560
	Network Core Engineer		£775
	Network Focal Engineer		£645
	Network NOC/SOC Engineer		£560
	Database Administrator		£645
	System Administrator/Load Balancing		£560
	Remote Hands		£485

Service Category	Grade	Hourly Rate	Daily Rate
Citrix Solutions	Project Management		£560
	Network Core Engineer		£775
	Network Focal Engineer		£645
	Network NOC/SOC Engineer		£560
	Database Administrator		£645
	System Administrator/Load Balancing		£560
	Remote Hands		£485
Unix Solutions	Project Management		£560
	Network Core Engineer		£775
	Network Focal Engineer		£645
	Network NOC/SOC Engineer		£560
	Database Administrator		£645
	System Administrator/Load Balancing		£560
	Remote Hands		£485
Oracle Solutions	roject Management		£560
	Network Core Engineer		£775
	Network Focal Engineer		£645
	Network NOC/SOC Engineer		£560
	Database Administrator		£645
	System Administrator/Load Balancing		£560
	Remote Hands		£485

Q Associates
Langley Business Court
Beedon
Newbory
Berkshire
RG20 8RY

Contact: Andrew Griffiths
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Fax: 01636 247924
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Product Category	
Desktop Computer	
Notebook / Tablet Computers	
Servers	
Handheld Devices	
Thin Client	
Networking Infrastructure	
LAN Room Equipment	
Components	
Special Needs / Ergonomic	
Service Category	
Corrective Maintenance	
Network Solutions	
Sun Microsystems Solutions	✓
Novell Infrastructure	
Windows / Exchange Solutions	
Citrix Solutions	
Unix/Linus Solutions	✓
Oracle Solutions	
SAP Solutions	
Managed Service Provision	
Equipment Disposal	

Pricing Policy

Service Category	Grade	Hourly Rate	Daily Rate
Sun Solutions	Consultant		£1200
	Engineer		£850 - £1000
Unix Solutions	Consultant		£1200
	Project Manager		£1200
	Engineer		£850 - £1000

RM Education plc
New Mill House
183 Milton Park
Abingdon
Oxon
OX14 4SE

Contact: Craig Cusack (Bid Team Manager)
Tel: 08450 700300
Fax: 08450 700400
E-mail: ssutton@rm.com

Product Category	
Desktop Computer	✓
Notebook / Tablet Computers	✓
Servers	✓
Handheld Devices	✓
Thin Client	✓
Networking Infrastructure	✓
LAN Room Equipment	✓
Components	✓
Special Needs / Ergonomic	✓
Service Category	
Corrective Maintenance	✓
Network Solutions	
Sun Microsystems Solutions	
Novell Infrastructure	
Windows / Exchange Solutions	
Citrix Solutions	
Unix/Linus Solutions	
Oracle Solutions	
SAP Solutions	
Managed Service Provision	✓
Equipment Disposal	✓

Pricing Policy

Product Category	Brand	Discount Structure
Desktops	Apple HP RM Sun	-6% -6% -15% (Educ.) ?
Notebooks	Apple Fujitsu Siemens HP RM Toshiba	-6% -2% -6% 15% (Educ.) -2.98% - 3.01%
Servers	HP IBM Sun	-6% ? ?
Handheld	HP	-6%
Thin Client	HP Wyse	-5.97% - 6% ?
Networking	Cisco	-27% (Educ.)
LAN Room	APC Belkin Quantum	-12% -12% ?
Components	Adaptec Barracuda Connect 3D Kingston Sony	-18% -18% -18% -18% -18%
Special Needs	3M Accuratus BigKeys BigTrack Gold Touch Kensington	-6% -12% -12% -12% -12% -12%

Service Category	Grade	Hourly Rate	Daily Rate
Maintenance	RM Maintenance Engineer	£175 £75 for each additional hour	£700
	RM Service Manager		£420

SCC
James House
Warwick Road
Birmingham
B11 2LE

Contact: Kelvin Ayre (Divisional Director)
Tel: 0121 7667000
E-mail: Kelvin.ayre@scc.com

Product Category	
Desktop Computer	✓
Notebook / Tablet Computers	✓
Servers	✓
Handheld Devices	✓
Thin Client	✓
Networking Infrastructure	✓
LAN Room Equipment	
Components	
Special Needs / Ergonomic	✓
Service Category	
Corrective Maintenance	✓
Network Solutions	✓
Sun Microsystems Solutions	✓
Novell Infrastructure	
Windows / Exchange Solutions	✓
Citrix Solutions	✓
Unix/Linus Solutions	✓
Oracle Solutions	✓
SAP Solutions	
Managed Service Provision	✓
	✓

Pricing Policy

Product Category	Brand	Discount Structure
Desktops	Acer	+2.75%
	Apple	+2.75%
	Fujitsu Siemens	+2.75%
	HP	+2.75%
	Lenovo	+2.75%
	Sun	+2.75%
Notebooks	Apple	+2.75%
	Fujitsu Siemens	+2.75%
	HP	+2.75%
	Lenovo	+2.75%
	Toshiba	+2.75%
Servers	Fujitsu Siemens	+2.75%
	HP	+2.75%
	IBM	+2.75%
	Sun	+2.75%
Handheld	HP	+2.75%
Thin Client	HP	+2.75%
	Wyse	+2.75%
Networking	3Com	+2.75%
	Cisco	+2.75%
Special Needs	3M	+2.75%
	BigKeys	+2.75%
	BigTrack	+2.75%
	Contour	+2.75%
	Dolphin	+2.75%
	Evoluent	+2.75%
	Gold Touch	+2.75%
	Kensington	+2.75%
	Kid Glove	+2.75%
	Microdesk	+2.75%
	RSIGuard	+2.75%
	Texthelp	+2.75%

Service Category	Grade	Daily Rate
Maintenance	Principle Enterprise Consultant	£1050
	Principle Consultant	£920
	Enterprise Lead Consultant	£825
	Lead Consultant	£725
	Enterprise Consultant	£660
	Consultant	£620
	Enterprise Project Manager	£845
	Project Manager	£750
	Enterprise Team Leader	£845
	Team Leader	£750
	Enterprise Stage Manager	£660
	Stage Manager	£620
	Project Co-ordinator	£300
	Consulting Systems Engineer	£510
	Systems Engineer Team Leader	£450
	Senior Systems Engineer	£450
	Systems Engineer	£350
	IMAC	£280

Service Category	Grade	Hourly Rate	Daily Rate
Network Solutions	Assistant Engineer	£16	£128
	Data / Voice Engineer	£18	£144
	Fibre Engineer	£20	£160
	Senior Engineer	£23	£184
	Site Manager	£25	£200
	Electrical Engineer	£25	£200
	IMAC Engineer	£35	£280
	Systems Engineer	£poa	£350
	Senior Systems Engineer	£poa	£450
	Project Co-ordinator	£n/a	£300
	Consultant	£n/a	£620
	Lead Consultant	£n/a	£725
	Project Manager	£n/a	£750
	Enterprise Project Manager	£n/a	£845

Service Category	Grade	Daily Rate
Sun Solutions	Principle Enterprise Consultant	£1050
	Principle Consultant	£920
	Enterprise Lead Consultant	£825
	Lead Consultant	£725
	Enterprise Consultant	£660
	Consultant	£620
	Enterprise Project Manager	£845
	Project Manager	£750
	Enterprise Team Leader	£845
	Team Leader	£750
	Enterprise Stage Manager	£660
	Stage Manager	£620
	Project Co-ordinator	£300
	Consulting Systems Engineer	£510
	Systems Engineer Team Leader	£450
	Senior Systems Engineer	£350
	Software Engineer	£850
	Senior Software Engineer	£1000
	IMAC	£280
Windows Solutions	Principle Enterprise Consultant	£1050
	Principle Consultant	£920
	Enterprise Lead Consultant	£825
	Lead Consultant	£725
	Enterprise Consultant	£660
	Consultant	£620
	Enterprise Project Manager	£845
	Project Manager	£750
	Enterprise Team Leader	£845
	Team Leader	£750
	Enterprise Stage Manager	£660
	Stage Manager	£620
	Project Co-ordinator	£300
	Consulting Systems Engineer	£510
	Systems Engineer Team Leader	£450
	Senior Systems Engineer	£450
	Systems Engineer	£350
	IMAC	£280

Service Category	Grade	Daily Rate
Citrix Solutions	Principle Enterprise Consultant	£1050
	Principle Consultant	£920
	Enterprise Lead Consultant	£825
	Lead Consultant	£725
	Enterprise Consultant	£660
	Consultant	£620
	Enterprise Project Manager	£845
	Project Manager	£750
	Enterprise Team Leader	£845
	Team Leader	£750
	Enterprise Stage Manager	£660
	Stage Manager	£620
	Project Co-ordinator	£300
	Consulting Systems Engineer	£510
	Systems Engineer Team Leader	£450
	Senior Systems Engineer	£450
	Systems Engineer	£350
	IMAC	£280
Unix Solutions	Principle Enterprise Consultant	£1050
	Principle Consultant	£920
	Enterprise Lead Consultant	£825
	Lead Consultant	£725
	Enterprise Consultant	£660
	Consultant	£620
	Enterprise Project Manager	£845
	Project Manager	£750
	Enterprise Team Leader	£845
	Team Leader	£750
	Enterprise Stage Manager	£660
	Stage Manager	£620
	Project Co-ordinator	£300
	Consulting Systems Engineer	£510
	Systems Engineer Team Leader	£450
	Senior Systems Engineer	£450
	Systems Engineer	£350
	IMAC	£280
Oracle Solutions	Functional Consultant	£995
	Functional Consultant - 6 months	£935
	Functional Consultant - 12 months	£880
	Technical Architect	£935
	Technical Architect - 6 months	£880
	Technical Architect - 12 months	£825
	Project Manager	£825
	Project Manager - 6 months	£775
	Project Manager - 12 months	£720

Servo Computer Services Ltd
Darley Dale
Matlock
Derbyshire
DE4 3BP

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E-mail: steve.churm@servo.co.uk

Product Category	
Desktop Computer	
Notebook / Tablet Computers	
Servers	
Handheld Devices	
Thin Client	
Networking Infrastructure	
LAN Room Equipment	
Components	
Special Needs / Ergonomic	
Service Category	
Corrective Maintenance	✓
Network Solutions	
Sun Microsystems Solutions	
Novell Infrastructure	
Windows / Exchange Solutions	✓
Citrix Solutions	✓
Unix/Linus Solutions	
Oracle Solutions	
SAP Solutions	
Managed Service Provision	
Equipment Disposal	

Pricing Policy

Service Category	Grade	Hourly Rate	Daily Rate
Maintenance	Field Engineering Visit	£120	n/a
	Subsequent Hourly Rate (in addition to above	£65	n/a
Windows Solutions	Microsoft Certified System Engineer	£95	£710
	Project Manager (MS Infrastructure Solutions)	£80	£600
Citrix Solutions	Citrix Certified Enterprise Administrator	£95	£710
	Project Manager (MS Infrastructure Solutions)	£80	£600

Stone
Stone Computers Ltd
Emerald Way
Stone Business Park
Stone
Staffs
ST15 0SR

Contact: Simon Pettit (Commercial Director)
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E-mail: simon.pettit@stonecomputers.com

Product Category	
Desktop Computer	✓
Notebook / Tablet Computers	✓
Servers	✓
Handheld Devices	✓
Thin Client	✓
Networking Infrastructure	✓
LAN Room Equipment	✓
Components	✓
Special Needs / Ergonomic	✓
Service Category	
Corrective Maintenance	✓
Network Solutions	✓
Sun Microsystems Solutions	
Novell Infrastructure	
Windows / Exchange Solutions	✓
Citrix Solutions	
Unix/Linus Solutions	
Oracle Solutions	
SAP Solutions	
Managed Service Provision	✓
Equipment Disposal	✓

Pricing Policy

Product Category	Brand	Discount Structure
Desktops	Apple Stone	-14% -20% - 22%
Notebooks	Apple Fujitsu Siemens Samsung Stone	-14% -5% -17% -21% - 22%
Servers	IBM Stone	-37% -25%
Handheld	HP	-6%
Thin Client	Wyse	-9% - 28%
Networking	3Com Cisco D-Link	-13% -5% -5% - 6%
LAN Room	APC Belkin Chloride Quantum Stone	-17% -60% -7% -14% -20%
Components	Adaptec ATI Barracuda Evercase Hitachi Intel Kingston Microsoft Samsung Seagate Sony	-20% -20% -25% -30% -25% -20% -22% -25% -25% -25% -25%
Special Needs	Accuratus BigTrack Cerratech Dolphin Dragon Evoluent Inspiration Kensington Maltron Microdesk Microsoft Read/Write Gold RSIGuard SmartNav Targus X-Keys	-25% -20% -20% -10% -10% -10% -10% -15% -10% -40% -25% -15% -18% -10% -20% -10%

Service Category	Grade	Hourly Rate	Daily Rate
Maintenance	Break-fix Desktop Engineer	£25	£150
	Server Service Engineer	£65	£360
	Microsoft Certified Service Engineer	£90	£500
	Other Server Engineer	£90	£500
	Service Manager	£125	£750
Network Solutions	Microsoft Certified Service Engineer	£90	£500
	Cabling Engineer	£90	£500
	Site Survey Engineer	£90	£500
	Project Manager	£125	£750
	Service Manager	£125	£750
	Project Manager	£125	£750
Windows Solutions	Microsoft Certified Server Engineer	£90	£500
	Other Server Engineer	£90	£500
	Service Manager	£125	£750
	Project Manager	£125	£750
	Consultant	£125	£750

Viglen
Viglen HQ (VHQ)
7 Handley Page Way
Old Parkbury Way
Colney Street
St. Albans
Hertfordshire
AL2 2DQ

Contact: Steve Payne
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Product Category	
Desktop Computer	✓
Notebook / Tablet Computers	✓
Servers	✓
Handheld Devices	
Thin Client	
Networking Infrastructure	✓
LAN Room Equipment	✓
Components	✓
Special Needs / Ergonomic	✓
Service Category	
Corrective Maintenance	
Network Solutions	
Sun Microsystems Solutions	
Novell Infrastructure	
Windows / Exchange Solutions	
Citrix Solutions	
Unix/Linus Solutions	
Oracle Solutions	
SAP Solutions	
Managed Service Provision	
Equipment Disposal	

Pricing Policy

Product Category	Brand	Discount Structure
Desktops	Apple Sun Viglen	-6% -12% -12%
Notebooks	Apple HP Toshiba Viglen	-6% -12% -8% -12%
Servers	Viglen Sun	-12% -12%
Networking	3Com Cisco D-Link	-5% -6% -12%
LAN Room	APC Belkin Chloride Quantum Viglen	-8% - 10% -33.5% -8% -10% -50%
Components	Adaptec ATI Barracuda Connect 3D Kingston Sony	-12% -12% -12% -12% -12% -12%
Special Needs	3M ABC Accuratus BigKeys BigTrack Gold Touch Kensington	-8% -8% -8% -8% -8% -8% -8%

XMA Ltd
XMA Limited
Thomas House
Wilford Industrial Estate
Ruddington Lane
Wilford
Nottingham
NG11 7EP

Contact: Carol Burnell (Senior Contract Administrator)
Tel: 0115 8464716
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Product Category	
Desktop Computer	✓
Notebook / Tablet Computers	✓
Servers	✓
Handheld Devices	✓
Thin Client	✓
Networking Infrastructure	✓
LAN Room Equipment	✓
Components	✓
Special Needs / Ergonomic	✓
Service Category	
Corrective Maintenance	✓
Network Solutions	✓
Sun Microsystems Solutions	
Novell Infrastructure	
Windows / Exchange Solutions	✓
Citrix Solutions	✓
Unix/Linus Solutions	
Oracle Solutions	
SAP Solutions	
Managed Service Provision	✓
Equipment Disposal	

Pricing Policy

Product Category	Brand	Discount Structure
Desktops	Acer	+3%
	Apple	+3%
	Fujitsu Siemens	+3%
	HP	+3%
	Lenovo	+3%
	NEC	+3%
	Sun	+3%
Notebooks	Acer	+3%
	Apple	+3%
	Fujitsu Siemens	+3%
	HP	+3%
	Lenovo	+3%
	NEC	+3%
	Samsung	+3%
	Toshiba	+3%
Servers	HP	-12% - 30%
	IBM	-17% - 37%
	Stone	-15.5%
Handheld	HP	+3%
Thin Client	HP	+3%
	Sun	+3%
	Wyse	+3%
Networking	3Com	+3%
	Cisco	+3%
	D-Link	+3%
	HP Procurve	+3%
	Netgear	+3%
	Zyxel	+3%
LAN Room	APC	+5%
	Belkin	+5%
	Chloride	-35% / +5%
	Jakarta	+5%
	Quantum	+5%
	Riello	+5%
Components	Adaptec	+5%
	Barracuda	+5%
	Kingston	+5%
	LG	+5%
	PNY	+5%
	Sapphire	+5%
	Seagate	Price on application
	Sony	Price on application
Special Needs	3M	+5%
	Accuratus	+5%
	BigKeys	-25% / +5%
	BigTrack	-25% / +5%
	Gold Touch	-38% / +5%
	Kensington	+5%
	Logitech	+5%

Schedule C

End User Agreement

Conditions of Contract
Definitions
Invoicing Procedures
Acceptance Procedures
Service Level Agreement (SLA)
Implementation Plan

Conditions of Contract - End User and Supplier

These Order Contract Terms together with relevant Order comprise the contractual provisions which apply to the Order that is entered into between the Customer and the Supplier and which govern the provision of equipment and associated services to the Customer.

1. Interpretation

1.1 As used in this Agreement:

1.1.1 the terms and expressions set out in Schedule 2 shall have the meanings ascribed therein;

1.1.2 the masculine includes the feminine and the neuter; and

1.1.3 the singular includes the plural and vice versa.

1.2 A reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re enactment thereof.

1.3 Headings are included in this Agreement for ease of reference only and shall not affect the interpretation or construction of this Agreement.

1.4 References to Clauses and Schedules are, unless otherwise provided, references to clauses of and schedules to this Agreement.

1.5 In the event and to the extent only of any conflict between the Clauses and the Schedules or the Order, the Clauses shall prevail.

1.6 The definition of words and phrases throughout this Agreement are explained on page 48, Definitions.

2. Supplier's Obligations

2.1 The Supplier shall supply the Equipment and perform the Associated Services in accordance in all respects with the terms of this Agreement and the terms and conditions of the relevant Order

2.2 For the avoidance of doubt the Customer shall not be responsible for any Equipment or Associated Services that are delivered by the Supplier and are not the subject of a valid Order.

2.3 For the avoidance of doubt any terms that the Supplier may seek to impose and which in any way vary to contradict these Contract Order terms shall be excluded and not form part of the Order.

2.4 The Equipment to be supplied under the Order shall be delivered to the place specified in the Order, in such quantities or numbers and at such times as the Customer shall specify from time to time in the Order and in accordance with the terms of the Order. Where the Order identifies that delivery will be in accordance with an Implementation Plan, the Implementation Plan will be agreed between the Customer and the Supplier unless otherwise agreed in writing by the Customer, time for delivery of the Equipment and performance of the Associated Services shall be of the essence.

2.5 The Supplier shall ensure that the Equipment and Associated Services meet the requirements of the Specification and where the purpose for which they are required is indicated in the Order, either expressly or by implication, be fit for that particular purpose.

2.6 The Supplier warrants to its best endeavours that the design, construction and quality of the Equipment to be supplied under the Order shall comply in all respects with all relevant requirements of any statute, statutory rule or order, or other instrument having the force of law which may be in force at the time when the Equipment is supplied.

2.7 All Equipment shall comply with the appropriate specification or code of practice of the British Standard Institution or any European equivalent if there is a specification or code current for the Equipment during the Contract Period.

2.8 The Supplier shall use its reasonable endeavours to provide, for the purposes of the Order, Equipment whose manufacture, use and disposal have the least practicable harmful impact on the environment.

2.9 The Supplier shall be deemed to have satisfied itself as to the sufficiency and correctness of the Charges. Unless otherwise expressly stated in the Order the Charges shall cover all the Supplier's obligations and everything necessary for the supply of the Equipment and the provision of the Associated Services under the Order.

2.10 Unless otherwise expressly stated in the Framework Contract or the Order no claim by the Supplier will be allowed for any addition to the Charges on the grounds of any matter relating to any document forming part of the Framework Contract or the Order or any ambiguity or discrepancy therein on which an experienced supplier could have satisfied himself by reference to the Customer or any other appropriate means.

3. Customer's Obligations

3.1 The Customer shall select a Supplier for Orders in accordance with the criteria outlined in Schedule 5 of the Framework Contract

3.2 The Customer will endeavour to have their Order annotated with the relevant Contract reference number, but this cannot be guaranteed on all Orders.

3.3 The Customer shall ensure the preparation of the Premises including building works ready for installation of the Equipment and/or Solution including provision of an appropriate electricity supply and/or network points as agreed with the Supplier.

3.4 The Customer shall make available staff to perform the Acceptance Tests (where applicable).

3.5 The Customer shall respond to any reasonable request for information from the Supplier.

3.6 The Customer will assign a Project Manager who will interface with the Supplier's Project Manager, to ensure both parties use reasonable endeavours to meet the milestones determined in the Project Implementation Plan where such a plan is appropriate.

3.7 The Customer shall ensure that all Orders are awarded in accordance with the provisions of the Schedule 5 of the Framework Agreement and in accordance with the Public Contracts Regulations 2006.

3.8 The Customer shall operate the Equipment in accordance with such reasonable requirements as the Supplier may make known to the Customer from time to time.

3.9 The Customer shall transport, handle, store and use optical and magnetic recording media and any other consumables in accordance with such reasonable requirements as the Supplier may make known to the Customer from time to time and shall use only such media or consumables which comply with specifications agreed between the Customer and the Supplier.

4. Licence to Use Software

4.1 Where the Order identifies that the Equipment or Associated Services includes the supply of Software the terms of this Clause 4 shall apply.

4.2 In consideration of the payment of the relevant Charges, the Supplier hereby grants to the Customer a non-exclusive licence to use the Supplier's Software. Such licence to use the Supplier's Software shall be perpetual and irrevocable.

4.3 In consideration of the payment of the relevant Charges in respect of Third Party Software supplied hereunder the Supplier shall procure, that the third party grants to the Customer a licence to use the Third Party Software provided that any terms of any licence (which shall be perpetual and irrevocable) shall not detract from the rights granted to the Customer under the Agreement.

4.4 The Customer shall be entitled to copy the Supplier's Software and Third Party Software in order to create an archival copy and a back-up copy of the same. When copying Software the Customer shall include the original machine-readable copyright notice, and a label affixed to the media, identifying the Software and stating: "This medium contains an authorised copy of copyrighted software that is the property of (the Supplier or the Third Party Software owner)."

5. Inspection of Premises

5.1 Following submission of an Order the Customer shall provide the Supplier with an opportunity to inspect the Premises, and the Supplier shall either:

5.1.1 satisfy itself that the Premises are suitable for the installation and operation of the Equipment and/or the provision of the Associated Services as appropriate; or

5.1.2 advise the Customer in writing prior to the date of delivery of the Equipment and/or provision of the Associated Services of any matter, or aspect of the Premises, which is inadequate or not suitable for installing or operating the Equipment and/or providing the Associated Services as appropriate.

5.2 The Supplier acknowledges that it is not entitled to recover any additional costs from the Customer which arise from any matter, or aspect of the Premises, which is not notified to the Customer in accordance with Clause 5.1.2.

6. Acceptance of the Equipment

6.1 The Supplier shall permit the Customer or authorised representatives to make any inspections or tests which may reasonably be required and the Supplier shall afford all reasonable facilities and assistance free of charge at the Supplier's premises. No failure to make complaint at the time of such inspection or tests and no approval given during or after such tests of the Equipment or inspections shall constitute a waiver by the Customer of any rights or remedies in respect of the Equipment and, in particular, the Customer retains the right to reject the Equipment

6.2 Unless formal acceptance testing in accordance with clauses 6.6, 6.7, 6.8, 6.9, 6.10., 6.11 and 6.12 is identified as a requirement on the Order then in respect of Equipment supplied the Customer may by written notice to the Supplier reject any of the Equipment which fails to conform to the approved sample or fails to meet the Specification. Such notice shall be given within a reasonable time after delivery to the Customer of the Equipment concerned. If the Customer shall reject any of the Equipment pursuant to this clause the Customer shall be entitled (without prejudice to other rights and remedies) either:

(a) to have the Equipment concerned as quickly as possible and in any event within 5 Working Days either repaired by the Supplier or (as the Customer shall elect) replaced by the Supplier with Equipment which conform in all respects with the approved sample or with the Specification and due delivery shall not be deemed to have taken place until such repair or replacement has occurred; or

(b) to treat the Agreement as discharged by the Supplier's breach and require a refund from the Supplier in respect of the Equipment concerned together with payment of any additional expenditure over and above the price incurred by the Customer in obtaining replacement goods in replacement provided that the Customer uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement equipment.

6.3 The issue by the Customer of a receipt note for the Equipment shall not constitute any acknowledgement of the condition, quantity or nature of that Equipment.

6.4 Unless otherwise required in the Customer's Order, the Supplier shall guarantee the Equipment for 12 Months from delivery. If the Customer shall within such guarantee period or within 25 Working Days thereafter give notice in writing to the Supplier of any defect in any of the Equipment as may have arisen during such guarantee period under proper and normal use, the Supplier shall (without prejudice to any other rights and remedies which the Authority may have) as quickly as possible remedy such defects (whether by repair or replacement as the Customer shall elect) without cost to the Customer.

6.5 Any Equipment rejected or returned by the Customer as described in clause 6.2 shall be returned to the Supplier at the Supplier's risk and expense.

6.6 Where the Order identifies that formal acceptance testing is required and in any event in respect of Equipment supplied the Supplier shall, carry out formal acceptance in accordance with clauses 6.6, 6.7, 6.8, 6.9, 6.10., 6.11 and 6.12 during the Acceptance Procedures Period, make available the Equipment for the Acceptance Procedures to be performed.

6.7 The Customer shall accept the Equipment in accordance with the Acceptance Procedures.

6.8 The Acceptance Procedures shall be recorded as successful and the Supplier notified accordingly where all the relevant Acceptance Criteria are met.

6.9 The Acceptance Procedures shall be recorded as unsuccessful and the Supplier notified accordingly where any of the relevant Acceptance Criteria are not met.

6.10 If the Acceptance Procedures, in respect of any Equipment have not been recorded as successful pursuant to Clause 6.3 by the end of the Acceptance Procedure Period, the Customer shall have the right either:

6.10.1 to accept such part of the Equipment as the Customer may decide and pay a pro rated Charge therefore or such other charge, as may be agreed between the parties;

6.10.2 without prejudice to its other rights and remedies, to extend the Acceptance Procedures Period for a period or periods, specified by the Customer, during which the Supplier shall correct the fault which caused the Acceptance Procedure to be recorded as unsuccessful; or

6.10.3 to terminate the Order (such termination to be without prejudice to the other rights and remedies of the Customer and the other obligations hereunder of the Customer and the Supplier).

6.11 In the event that the Customer extends the Acceptance Procedures Period for a period pursuant to Clause 6.10.2 and the Acceptance Procedures have not been recorded as successful by the end of that period, the Customer shall have the right either:

6.11.1 to accept such of the Equipment as the Customer may decide and pay a pro rated Charge therefore or such other charge, as may be agreed between the parties;

6.11.2 to extend the Acceptance Procedures Period for a further period in accordance with Clause 6.10.2;

6.11.3 to terminate the Order (such termination to be without prejudice to the other rights and remedies of Customer and the other obligations hereunder of the Customer and the Supplier).

6.12 Without prejudice to any other rights (including the right to recover damages) that may accrue to the benefit of the Customer under the Order or otherwise, in the event that the Customer elects to terminate the Order pursuant to Clause 6.10.3 or Clause 6.11.3, the Customer shall be entitled to return any or all of the Equipment which has previously been accepted by the Customer for the Order and receive a full refund of any monies paid in connection therewith.

6.13 Notwithstanding the provisions of this clause 6 in the event the Customer uses the Equipment other than for the purpose of testing it or with the agreement of the supplier, the Customer shall be deemed to have accepted the Equipment.

7. Liquidated Damages

7.1 Where liquidated damages apply then without prejudice to any other remedies available to the Customer:

7.1.1 if the there is delay in delivery such that the Equipment is not delivered in accordance with the period identified in the Specification or such other period as may be agreed between the Customer and the Supplier then the Supplier shall pay to the Customer as liquidated damages for each day of delay the amount specified in the Order or if none is specified then a sum equal to one percent of the value of the Equipment ordered up to the end of the Liquidated Damages Period. Such payment shall be in full and final settlement of the Supplier's financial liability for any loss or damage incurred by the Customer during the Liquidated Damages Period, and

7.1.2 if the Equipment has not been delivered by the end of the Liquidated Damages Period, the Customer shall be entitled to claim any remedy available to it for loss or damage incurred by it thereafter.

7.1.3 if the Acceptance Procedures have not been recorded successful in accordance with clause 6.3 by the end of the Acceptance Procedures Period then the Supplier shall pay to the Customer as liquidated damages for each day of delay the amount specified in the Order or if none is specified then a sum equal to one percent of the value of the Equipment ordered up to the end of the Liquidated Damages Period. Such payment shall be in full and final settlement of the Supplier's financial liability for any loss or damage incurred by the Customer during the Liquidated Damages Period, and

7.1.4 if the Acceptance Procedures have not been recorded as successful by the end of the Liquidated Damages Period, the Customer shall be entitled to claim any remedy available to it for loss or damage incurred by it thereafter.

8. Associated Services Provision

8.1 The Supplier shall provide the Associated Services identified on the Order in respect of the Equipment as appropriate and in accordance with the Service Level Agreement in Schedule 2-4. The Charges in respect of such Services shall be as detailed in Schedule 4 of the Framework Agreement or the current pricing schedule issued by the relevant Member Authority.

8.2 The Maintenance service shall commence on the day after the Equipment has successfully passed the Acceptance tests.

8.3 Without prejudice to any other remedies available, if the Supplier fails to provide the Maintenance Services in accordance with the Specification and the Service levels are not met then the Customer shall be entitled to Service Credits calculated in accordance with Schedule 2-4.

9. Title and Risk

9.1 Subject to Clause 9.2 below, title to and risk in the purchased Equipment shall vest in the Customer upon acceptance of the said Equipment in accordance with Clause 6 .

9.2 Title and risk in the Rented Equipment shall at all times remain with the Supplier who shall be responsible for all loss and damage to the Equipment.

10 Charges

10.1 In consideration of the supply of the Equipment and the performance of the Associated Services in accordance with the terms of the Framework Contract, these Order Contract Terms and the Order, the Customer shall pay the Charges calculated in accordance with Schedule 4 of the Framework Contract and published from time to time by ESPO therein and in accordance with the invoicing procedure and payment profile specified in Schedule 2-2.

10.2 Payment shall be made within thirty (30) days of receipt by the Customer (at its nominated address for invoices) of a valid invoice, in accordance with the provisions of Schedule 2-2, from the Supplier.

10.3 The Charges are exclusive of Value Added Tax. The Customer shall pay the Value Added Tax on the Charges at the rate and in the manner prescribed by law from time to time.

11. Recovery of Sums Due

11.1 If any sum of money shall be due from the Supplier, the same may be deducted from any sum then due or which at any time thereafter may become due to the Supplier under this Agreement or any other agreement with the Customer.

12 Monitoring and Reporting

12.1 The Supplier shall:

12.1.1 appropriately manage the Equipment and Associated Services that it provides under this Contract;

12.1.2 be required to provide to the Customer such management information as it reasonably requires including but not limited to the information identified in Schedule 6.

12.1.3 on reasonable notice grant to the Customer's external and internal auditors access to any relevant data or documentation relating to the Framework Contract and Order and the supply of the Equipment and provision of the Associated Services for the purpose of carrying out an audit.

13 Supplier's Personnel

13.1 The Supplier shall select, employ, train, furnish and deploy in and about the performance of the Order only such persons as are of good character and who are appropriately skilled and experienced.

13.2 The Contractor shall comply with the requirements in relation to the recruitment of ex-offenders and disclosures under the Police Act 1997. The Contractor shall ensure that all employees, servants or agents engaged by him in the discharge of his obligations under this contract who may be required to work within school premises, or other sites occupied by children and/or vulnerable adults shall be appropriately checked by the Criminal Records Bureau and shall upon request by a Pro4 member or Member Authority, produce evidence of such satisfactory disclosure.

13.3 The Supplier and the Supplier's sub-contractors, staff and agents shall comply with all reasonable requirements of the Customer at the Premises.

13.4 The Supplier shall use reasonable endeavours to ensure that its sub-contractors are subject to the provisions of Clauses 13.1, 13.2 and 13.3 above.

13.5 The Supplier, its agents, sub-contractors and suppliers shall employ sufficient staff to ensure that the Equipment is supplied and the Associated Services are provided at all times and in accordance with the Agreement. Without prejudice to the generality of this obligation, it shall be the duty of the Supplier to ensure that a sufficient reserve of staff is available to supply the Equipment and provide the Associated Services in accordance with the Agreement during staff holidays or absence through sickness or any other cause.

13.6 The Customer, acting reasonably, shall have the right to refuse access to the Premises at any time to any employee of the Supplier, its agents, sub-contractors or suppliers. The exercise of this right shall not diminish the Supplier's obligation of performance arising under the Agreement.

14. Warranties and Representations

14.1 The Supplier warrants and represents that:

14.1.1 at the Acceptance Date the Equipment shall meet the Acceptance Criteria and the requirements of the Specification and Tender;

14.1.2 unless otherwise agreed in writing by the parties at the Acceptance Date the Equipment shall operate in a normal office environment in accordance with the Specification;

14.1.3 the Customer's possession, use and operation of the Equipment or the provision of the Associated Services shall not infringe any Intellectual Property Rights of any third party;

14.1.4 if appropriate, the Supplier has the full capacity and authority to grant the licences referred to in Clause 4;

14.1.5 the Associated Services shall be supplied and rendered by appropriately experienced, qualified and trained personnel with all due skill, care and diligence;

14.1.6 the Supplier shall discharge its obligations hereunder with all due skill, care and diligence including but not limited to the good industry practice and (without limiting the generality of this Clause) in accordance with its own established internal procedures;

14.1.7 subject to Clause 9.2 the Customer shall acquire title to the Equipment free from all encumbrances and the Customer shall have the right to quiet possession of the Equipment;

14.1.8 the Equipment shall be capable of operation and maintenance for at least 5 years from the Acceptance Date.

15. Insurance and Indemnity

15.1 Each party shall each indemnify the other against all damages, losses, costs, compensation or expenses arising from the death or injury of any person and against all loss or damage to any physical property, to the extent that the same are due to any act, default or negligence of that party, their sub-contractors, servants or agents and against all actions, claims demands or proceedings in respect thereof or in relation thereto.

15.2 Without prejudice to its liability to indemnify the Customer, the Supplier shall take out and maintain:

15.2.1 Public Liability insurance, which shall, for any one occurrence or series of occurrences arising out of one event, is not less than £10,000,000.

15.2.2 Product Liability insurance, which shall, for any one occurrence or series of occurrences arising out of one event, is not less than £10,000,000.

15.2.3 Employers Liability insurance, which shall, for any one occurrence or series of occurrences arising out of one event, be not less than £10,000,000.

15.2.4 Professional Indemnity insurance, which shall, for any one occurrence or series of occurrences arising out of one event, be not less than £5,000,000.

15.3 Subject always to Clause 15.1; in no event shall either party be liable to the other for:

15.3.1 loss of profits, business, revenue, goodwill or anticipated savings; and/or

15.3.2 indirect or consequential loss or damage.

15.4 The provisions of Clause 15.3 shall not be taken as limiting the right of the Customer to claim from the Supplier for:

15.4.1 additional operational and administrative costs and expenses howsoever caused; and/or

15.4.2 expenditure or charges rendered unnecessary as a result of any Default by the Supplier.

15.5 Subject to the provisions of clauses 15.1, 15.2, 15.3 and 15.4 the liability of either Party for Defaults shall be subject to the financial limits set out in this clause 15.5 (save where such damages relate to a claim for personal injury or death where the Party's liability shall be unlimited).

(a) in respect of the indemnity in clause 16 Intellectual Property Rights, shall be unlimited;

(b) for all loss of or damage to the property of the other including but not limited to premises, property or assets shall in no event exceed ten million pounds [£10,000,000].

(c) in respect of all other claims, losses or damages, whether arsing from tort (including negligence), breach of contract or otherwise under or in connection with this Agreement the annual aggregate liability under the Agreement of either Party shall in no event exceed ten million pounds [£10,000,000].

16 Infringement of Intellectual Property Rights

16.1 The Supplier shall fully indemnify and hold the Customer harmless against all actions, claims, demands, proceedings, costs, charges and expenses (including legal fees on an indemnity basis) arising from or incurred by reason of any infringement or alleged infringement of any letters patent, designs registered or unregistered, copyright, trade mark, trade name or other Intellectual Property Rights including any wrongful use of confidential information by the use or possession of the Equipment or the Software or any part thereof provided by the Supplier or licensed by the Supplier to the Customer under the Agreement subject to:

16.1.1 the Customer promptly notifying the Supplier of any alleged infringement and, subject to sub-clause 16.1.3 below, allowing the Supplier at their own expense to conduct all negotiations for settlement or litigation;

16.1.2 the Customer making no admission without the Supplier's written consent unless and until the Supplier shall have failed to take over the conduct of the negotiations or litigation;

16.1.3 the conduct by the Supplier of such negotiations or litigation shall be conditional upon the Supplier having given the Customer such reasonable security as the Customer may require for the compensation, damages, costs and expenses for which the Customer may become liable. The Customer at the Supplier's expense shall give the Supplier all available assistance.

16.2 If the Equipment or the Software any part thereof becomes, or in the Supplier's reasonable opinion is likely to become, subject to any such action for infringement then, in addition to the indemnity under sub-clause 16.1.1 above, the Supplier shall at its own expense negotiate to obtain the right for the Customer to continue to use the infringing items, if necessary by replacing, remove or modifying them, but without reducing their quality or ability to meet the Customer's requirements as specified by the Agreement.

16.3 The Supplier shall indemnify the Customer against all losses, costs, damages and expenses whatsoever during the period that the Customer is deprived of the use of the Equipment or the Software by reason of such negotiations, replacements or modifications the outcome of which will be confirmed by the issue of a Change Request which shall not entitle the Supplier to any addition to the Charges or any extension of the Order lead time.

16.4 The Supplier shall not be liable under sub-clause 16.1.1 and 16.1.2 above for any such infringement or alleged infringement which arises as a result of the including in the Equipment or the Software of any items supplied by the Customer or any use of the Equipment or the Software for a purpose or in a manner different to that specified in, or reasonably to be inferred from, the Agreement.

17. Electrical Requirements

17.1 The Customer shall make available the electricity supply as required by the Supplier for the completion of the installation and commissioning of the Equipment.

17.2 The Supplier warrants that the Equipment shall function on the electricity supply in accordance with the provisions of the Order.

17.3 The Supplier warrants that the Equipment when operating shall not cause electrical or radio interference with any onsite or offsite equipment.

17.4 All Equipment supplied in relation to the Order must comply with and have been tested by the Supplier for conformance with the requirements of both the Health and Safety at Work Act 1974 and the Electricity at Work Regulations 1989 and any subsequent amendments.

18 Operating and Maintenance Documentation

18.1 The Supplier shall supply the Documentation with the Equipment upon installation of the Equipment.. All Documentation shall be of the latest variant and shall match all upgrades to the Equipment.

19. Termination

19.1 By the Customer:

19.1.1 The Customer may at any time by notice in writing terminate this Agreement as from the date of service of such notice if:

19.1.1.1 there is a change of control, as defined by Section 416 of the Income and Corporation Taxes Act 1988, in the Supplier or its Parent Company; or

19.1.1.2 the Supplier, being an individual, or where the Supplier is a firm, any partner or partners in that firm who together are able to exercise direct or indirect control, as defined by Section 416 of the Income and Corporation Taxes Act 1988, shall at any time become bankrupt or shall have a receiving order or administration order made against him or shall make any composition or arrangement with or for the benefit of his creditors, or shall make any conveyance or assignment for the benefit of his creditors, or shall purport to do so, or appears unable to pay or to have no reasonable prospect of being able to pay a debt within the meaning of Section 268 of the Insolvency Act 1986 or he shall become apparently insolvent within the meaning of the Bankruptcy (Scotland) Act 1985 as amended by the Bankruptcy (Scotland) Act 1993 or any application shall be made under any bankruptcy or insolvency act for the time being in force for sequestration of his estate, or a trust deed shall be granted by him for the benefit of his creditors; or any similar event occurs under the law of any other jurisdiction; or

19.1.1.3 the Supplier, being a company, passes a resolution, or the Court makes an order that the Supplier or its Parent Company be wound up otherwise than for the purpose of a bona fide reconstruction or amalgamation, or a receiver, manager or administrator on behalf of a creditor is appointed in respect of the business or any part thereof of the Supplier or the Parent Company, or circumstances arise which entitle the Court or a creditor to appoint a receiver, manager or administrator or which entitle the Court otherwise than for the purpose of a bona fide reconstruction or amalgamation to make a winding up order, or the Supplier or its Parent Company is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or any similar event occurs under the law of any other jurisdiction.

19.1.2 The Customer may at any time by notice in writing terminate this Agreement forthwith, if the Supplier is in Default of any obligation under this Agreement and:

19.1.2.1 the Default is capable of remedy and the Supplier shall have failed to remedy the Default within thirty (30) days of written notice to the Supplier specifying the Default and requiring its remedy; or

19.1.2.2 the Default is not capable of remedy.

19.3 Termination in accordance with this Clause 19 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to any party.

19.4 In the event of any termination of this Agreement whether under this Clause 19 or otherwise, and without prejudice to any other rights (including the right to recover damages) that may accrue to the benefit of the Customer under this Agreement or otherwise, the Customer shall be entitled to:

19.4.1 return any or all of the Equipment or any part thereof which have not been accepted pursuant to Clause 6 and the Supplier shall give the Customer a full refund of all Charges paid by the Customer to the Supplier in connection with such returned items;

19.4.2 obtain a refund of any Charges paid by the Customer in respect of any Services which have not been performed by the Supplier in accordance with the terms of this Agreement.

20. Confidentiality

20.1 Each Party:

20.1.1 shall treat all Confidential Information belonging to the other Party as confidential and safeguard it accordingly; and

20.1.2 shall not disclose any Confidential Information belonging to the other Party to any other person without the prior written consent of the other Party, except to such persons and to such extent as may be necessary for the performance of this Agreement or except where disclosure is otherwise expressly permitted by the provisions of this Agreement.

20.2 The Supplier shall take all necessary precautions to ensure that all Confidential Information obtained from the Customer under or in connection with the Agreement:

20.2.1 is given only to such of its staff, sub-contractors and agents engaged in connection with the Agreement and only to the extent necessary for the performance of this Agreement;

20.2.2 is treated as confidential and not disclosed (without prior approval) or used by any staff, sub-contractors or agents otherwise than for the purposes of this Agreement.

20.3 Where it is considered necessary in the opinion of the Customer, the Supplier shall ensure that its staff, sub-contractors and agents sign a confidentiality undertaking before commencing work in connection with this Agreement. The Supplier shall ensure that its staff, sub-contractors and agents are aware of the Supplier's confidentiality obligations under this Agreement.

20.4 The Supplier shall not use any Confidential Information it receives from the Council, Contracting Authority or the Customer otherwise than for the purposes of this Agreement.

20.5 The provisions of Clauses 20.1 to 20.4 shall not apply to any Confidential Information received by one Party from the other:-

20.5.1 which is or becomes public knowledge (otherwise than by breach of this Clause);

20.5.2 which was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;

20.5.3 which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;

20.5.4 is independently developed without access to the Confidential Information; or

20.5.5 which must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA, or the EIR pursuant to Clause 22.

20.6 Nothing in this Clause shall prevent the Customer from:

20.6.1 disclosing any Confidential Information for the purpose of the examination, audit and certification of the Council's accounts

20.6.2 disclosing any Confidential Information obtained from the Supplier to any person engaged in providing any services to the Customer for any purpose relating to or ancillary to the Agreement;

20.6.3 provided that in disclosing information under 20.6.2 the Customer discloses only the information which is necessary for the purpose concerned and requires that the information is treated in confidence.

20.7 The Supplier shall not without the prior written consent of the Customer divulge the existence of the Agreement or any Order or disclose any information relating to or contained in the Agreement to any person who is not engaged in the performance of the Agreement.

20.8 In the event that the Supplier fails to comply with this Clause 20 the Customer reserves the right to terminate the Agreement by notice in writing with immediate effect.

20.9 The provisions of this Clause 20 shall apply notwithstanding termination of the Agreement.

21. Data Protection Act 1998

21.1 The Supplier shall at all times comply with the Data Protection Act 1998 including, where appropriate maintaining a valid and up to date registration or notification under the Data Protection Act 1998.

21.2 The Supplier shall not disclose Personal Data to any third parties other than:

21.2.1 to staff, sub-contractors and agents to whom such disclosure is reasonably necessary in order to perform the Agreement; or

21.2.2 to the extent required under a court order provided that disclosure under clause 22.2.1 is made with the approval of the Customer and subject to written terms no less stringent than the terms contained in this Clause and that the Supplier shall give notice in writing to the Customer of any disclosure under clause 21.2.2 immediately it is aware of such a requirement.

21.3 The Supplier shall indemnify and keep indemnified the Customer against all losses, claims, damages, liabilities, costs and expense (including reasonable legal costs) incurred by it in respect of any breach of this clause by the Supplier and/or any act or omission of any staff, sub-contractor or agent.

21.4 The Supplier is required to comply with the obligations set out in Principle Seven of the Data Protection Act 1998.

21.5 In this clause "Personal Data" means personal data as defined in the Data Protection Act 1998 which is supplied to the Supplier by the Customer therein or obtained by the Supplier in the course of performing the Agreement.

22. Freedom of Information Act 2000 (FOIA) and Environmental Information Regulations 2004 (EIR)

22.1 The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the EIR and shall assist and co-operate with the Customer (at the Supplier's expense) to enable the Customer to comply with these information disclosure requirements.

22.2 The Supplier shall and shall procure that its sub-contractors shall;

22.2.1 transfer any request for information to the Customer as soon as practicable after receipt and in any event within two working days of receiving a request for information; and

22.2.2 provide the Customer with a copy of all information in its possession or power in the form that the Customer requires within seven working days (or such other period as the Customer requesting the information; and

22.2.3 Provide all necessary assistance as reasonably requested by the Customer to enable the Customer to respond to a request for information within the time for compliance set out in the FOIA or the EIR.

22.3 The Customer shall be responsible for determining at its absolute discretion whether commercially sensitive information and/or any other information;

22.3.1 is exempt from disclosure in accordance with the provisions of the FOIA or the EIR; and

22.3.2 is to be disclosed in response to a request for information and in no event shall the Supplier respond directly to a request for information unless expressly authorised to do so by the Customer.

22.4 The Supplier acknowledges that the Customer may be obliged under the FOIA or the EIR to disclose information;

23.4.1 without consulting the Supplier; or

23.4.2 following consultation with the Supplier and having taken its views into account.

22.5 The Supplier shall ensure that all information produced in the course of the Agreement or relating to the Agreement is retained for disclosure and shall permit the Customer to inspect such records as requested from time to time.

22.6 The Supplier acknowledges that any lists or schedules provided by it outlining confidential information are of indicative value only and that the Customer may nevertheless be obliged to disclose Confidential Information in accordance with Clause 22.4.

23. Loss of the Equipment

23.1 Notwithstanding the provisions of Clause 9 the Customer shall only be liable for any loss of the Equipment or any part thereof supplied under the Agreement while they are at the Premises prior to acceptance of the relevant Equipment, if such loss is occasioned by the negligence or wilful acts or default of the Customer.

23.2 The Supplier shall, on being required by the Customer, make good any loss affecting the Equipment, whether such loss arises in the circumstances referred to in Clause 23.1 or otherwise, and shall notwithstanding such loss use all reasonable endeavours to proceed with and complete the installation of the Equipment and the performance of the Services in accordance with the Agreement. The Customer shall pay the costs of making good unless the loss is occasioned by the Default of the Supplier.

24. Damage to Plant, Tackle and Tools

24.1 All plant, tackle and tools at the Premises provided by or on behalf of the Supplier shall stand at the risk and be in the sole charge of the Supplier.

24.2 The Supplier shall be required to remove all such plant, tackle and tools which it brings to the Premises.

24.3 The Supplier shall ensure that all such plant, tackle and tools shall meet the minimum safety standards required by law.

25. Social Responsibility

25.1 The Supplier agrees that there shall be no discrimination by it against any person with respect to opportunity for employment or conditions of employment, because of age, culture, disability, gender, marital status, race, religion or sexual orientation.

25.2 The Supplier shall in all matters arising in the performance of the Agreement comply with the provisions of the Disability Discrimination Act 1995 and any regulations made there under.

25.3 The Supplier shall in all matters arising in the performance of the Agreement comply with the provisions of the Employment Equality (Age) Regulations 2006.

25.4 The Supplier must comply with the provisions of the Race Relations Act 1976 and the Race Relations (Amendment) Act 2000 and shall ensure that they perform their responsibilities under this Agreement with due regard to the need to eliminate unlawful racial discrimination, and to promote equality of opportunity and good relationships between different racial groups.

25.5 The Supplier shall, at all times, be responsible for and take all such precautions as are necessary to protect the health and safety of all employees, volunteers, service users and any other persons involved in, or receiving goods or services from, the performance of the Contract and shall comply with the requirements of the Health and Safety at Work Act 1974 and any other Act or Regulation relating to the health and safety of persons and any amendment or re-enactment thereof.

25.6 ESPO and the Customer shall be entitled at ESPO's and the Customer's expense to inspect such books, accounts and records belonging to the Supplier as are necessary to demonstrate compliance with clauses 25.1, 25.2, 25.3, 25.4 and 25.5 above.

25.7 The cost to the Supplier of complying with this Clause 25 shall be included in the Charges.

26 Corrupt Gifts and Payments

26.1 The Customer shall be entitled to cancel and terminate the Agreement and to recover from the Supplier the amount of any loss resulting from such cancellation or termination if the Supplier or any person on its behalf shall have offered or given or agreed to give any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or having done or forborne to do any act in relation to the obtaining or execution of the Agreement or any other contract with the Customer or for showing or forbearing to show favour or disfavour to any person in relation to the Agreement or any other contract with the Customer or if like acts shall have been done by any person employed by the Supplier or acting on its behalf (whether with or without the knowledge of the Supplier) or if in relation to any contract with the Customer the Supplier or any person employed by the Supplier or acting on its behalf shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916 or shall have given any fee or reward the receipt of which is an offence under Section 117 (2) and (3) of the Local Government Act 1972.

26.2 The decision of the Customer shall be final and conclusive in any dispute, difference or question arising in respect of:

26.2.1 the interpretation of this Clause 26; or

26.2.2 the right of the Customer under this Clause 26 to terminate the Agreement

27. Force Majeure

27.1 For the purposes of the Agreement the expression "Force Majeure" shall mean any cause affecting the performance by a party of its obligations arising from acts, events, omissions, happenings or non happenings beyond its reasonable control including (but without limiting the generality thereof) governmental regulations, fire, flood, or any disaster or an industrial dispute affecting a third party for which a substitute third party is not reasonably available. Any act, event, omission, happening or non-happening will only be considered Force Majeure if it is not attributable to the wilful act, neglect or failure to take reasonable precautions of the affected party, its agents or employees.

27.2 Neither party shall in any circumstances be liable to the other for any loss of any kind whatsoever including but not limited to any damages or abatement of Charges whether directly or indirectly caused to or incurred by the other party by reason of any failure or delay in the performance of its obligations hereunder which is due to Force Majeure. Notwithstanding the foregoing, each party shall use all reasonable endeavours to continue to perform, or resume performance of, such obligations hereunder for the duration of such Force Majeure event.

27.3 If either of the parties shall become aware of circumstances of Force Majeure which give rise to or which are likely to give rise to any such failure or delay on its part it shall forthwith notify the other by the most expeditious method then available and shall inform the other of the period which it is estimated that such failure or delay shall continue.

27.4 It is expressly agreed that any failure by the Supplier to perform or any delay by the Supplier in performing its obligations under the Agreement which results from any failure or delay in the performance of its obligations by any person, firm or company with which the Supplier shall have entered into any contract, supply arrangement or sub contract or otherwise shall be regarded as a failure or delay due to Force Majeure only in the event that such person firm or company shall itself be prevented from or delayed in complying with its obligations under such contract, supply arrangement or sub contract or otherwise as a result of circumstances of Force Majeure.

27.5 For the avoidance of doubt it is hereby expressly declared that the only events which shall afford relief from liability for failure or delay shall be any event qualifying for Force Majeure hereunder.

28. Transfer and Sub Contracting

28.1 The Agreement is personal to the Supplier. The Supplier shall not assign, novate, sub contract or otherwise dispose of the Agreement or any part thereof without the prior consent in writing of the Customer.

28.2 Notwithstanding any sub-contracting permitted hereunder, the Supplier shall remain primarily responsible for the acts and omissions of its sub-contractors as though they were its own.

29. Amendments to the Agreement

29.1 This Agreement shall not be varied or amended unless such variation or amendment is agreed in writing by a duly authorised representative of ESPO on behalf of the Customer and by a duly authorised representative of the Supplier on behalf of the Supplier. No variation of the End-User Agreement shall limit or remove the Suppliers obligations under the Framework Agreement".

30. Communications

30.1 Any notice which either party is required to give to the other shall be given in or confirmed by writing and shall be sufficiently served if sent to the other party at its address specified in the Order form either by (a) hand, (b) first class post or recorded delivery or, (c) facsimile, or (d) electronic mail transmission confirmed by registered, first class post or recorded delivery within 24 hours of transmission.

30.2 Either party may change its address for service by notice as provided in this Clause 30.1.

31. Severability

31.1 If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Agreement had been executed with the invalid, illegal or unenforceable provision eliminated. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of this Agreement, ESPO and the Supplier shall immediately commence good faith negotiations to remedy such invalidity.

32. Waiver

3.1 The failure of either party to insist upon strict performance of any provision of this Agreement, or the failure of either party to exercise any right or remedy to which it is entitled hereunder, shall not constitute a waiver thereof and shall not cause a diminution of the obligations established by this Agreement.

32.2 A waiver of any Default shall not constitute a waiver of any subsequent Default.

32.3 No waiver of any of the provisions of this Agreement shall be effective unless it is expressly stated to be a waiver and communicated to the other party in writing in accordance with the provisions of Clause 30.

33 Dispute Resolution

33.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement within [20] Working Days of either Party notifying the other of the dispute such efforts shall involve the escalation of the dispute to the relevant Pro4 member or Member Authority therein for mediation.

33.2 If the Parties fail to reach agreement within 25 working Days of reference to the Pro4 member or Member Authority therein, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the Courts.

34. Law and Jurisdiction

34.1 This Agreement shall be considered as a contract made in England and according to English Law and subject to the exclusive jurisdiction of the English Courts to which both parties hereby submit.

34.2 This Agreement is binding on the Customer and its successors and assignees and the Supplier and the Supplier's successors and permitted assignees.

35 End-User Responsibilities

35.1 The End User shall ensure the preparation of the Premises including building works ready for installation of the Equipment and/or Solution including provision of an appropriate electricity supply and/or network points as agreed with the Supplier.

35.2 The End User shall make available staff to perform the Acceptance Tests (where applicable).

35.3. The End User shall respond to any reasonable request for information from the Supplier.

35.4 The End User will assign a Project Manager who will interface with the Supplier's Project Manager, to ensure both parties use reasonable endeavours to meet the milestones determined in the Project Implementation Plan where such a plan is appropriate.

35.5 The End User shall ensure that all Orders are awarded in accordance with the provisions of the Agreement and in accordance with the Public Contracts Regulations 2006.

36. Entire Agreement

36.1 This Agreement together with the Framework Agreement and the Order constitutes the entire understanding between the parties relating to the subject matter of this Agreement and, save as may be expressly referenced or referred to herein, supersedes all prior representations, writings, negotiations or understandings with respect hereto, except in respect of any fraudulent misrepresentation made by either party.

Definitions

The expressions set out below shall have the meanings ascribed thereto:

1. "Acceptance Criteria" means the criteria for acceptance specified in Schedule 2-3, and any further criteria set out in the Order.

2. "Acceptance Date" means the day within the initial or any extended Acceptance Procedures Period when all the Acceptance Criteria are met and the Acceptance Procedures are recorded as successful.

3. "Acceptance Procedures" means the acceptance procedures in respect of the Equipment which shall include functionality tests, and specified in Schedule 2-3 and the Order.

4. "Acceptance Procedures Period" means the period within which the Acceptance Procedures must be performed.

5. "Associated Services" means the provision of maintenance services or other IT-related services ancillary to any service provided to the customer in accordance with this Agreement and any specific customer order.

6. "Agreement" means the agreement between the end user and the Supplier, comprised of the Clauses and the Schedules and Annexes thereto

7. "Confidential Information" means any information which has been designated as confidential by either party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, properties, assets, trading practices, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either party and all personal data and sensitive personal data within the meaning of the Data Protection Act 1998.

8. "Default" means any breach of the obligations of either party (including but not limited to a fundamental breach or breach of a fundamental term) or any default, act, omission, negligence or statement of either party, its employees, agents or sub contractors in connection with or in relation to the subject matter of this Agreement and in respect of which such party is liable to the other.

9. "Documentation" means the user guide and/or operating manual such that the documentation is sufficient to enable the Customer to operate the equipment and remedy basic faults.

10. "EIR" means the Environmental Information Regulations 2004.

11. "Equipment" means the equipment to be supplied by the Supplier in accordance with the terms of this Agreement.

12. "FOIA" means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and / or codes of practice issued by the Information Commissioner in relation to such legislation.

13. "Framework Agreement" means the Agreement between ESPO and the Supplier under which this contract is entered into by the Customer and the Supplier for the supply of Equipment or Associated Services.

14. "Implementation Plan" means the plan to be developed by the Customer and the Supplier in accordance with Schedule 2-5 and which will contain a schedule of tasks to be done, the timescale for completion of those tasks, identifying the party responsible for those tasks, together with the milestones to be achieved and against which payment will be made.

15. "Incident" means any failure to meet the Functionality.

16. "Incident Report" means a report raised by the Customer in respect of an Incident.

17. "Internal Code" means machine readable software supplied as an integral part of the Equipment.

18. "Invitation to Tender" means the invitation to tender issued to the Supplier in response to a request following the publication of the OJEU notice for the procurement of the Equipment and Associated services.

19. "Liquidated Damages Period" means a period of ten working days.

20. "Member Authority" means the contracting authority with responsibility for managing the Framework Agreement for the area in which the Customer is located.

21. "Order" means an official order in such form as may be agreed by the relevant Member Authority and issued by the Customer to the Supplier in respect of the Equipment and Associated Services.

22. "Parent Company" means any company which is the ultimate Holding Company of the Supplier or any other company of which the ultimate Holding Company of the Supplier is also the ultimate Holding Company and which is either responsible directly or indirectly for the business activities of the Supplier or which is engaged in the same or similar business to the Supplier. The term "Holding Company" shall have the meaning ascribed by Section 736 of the Companies Act 1985 or any statutory re enactment or amendment thereto.

23. "Premises" means the premises occupied by the Customer at which Equipment is to be installed or the Associated Services are to be supplied.

24. "Pro5" means all or any of the following professional buying organisations: Central Buying Consortium (CBC), Eastern Shires Purchasing Organisation (ESPO), North Eastern Purchasing Organisation (NEPO), West Mercia Supplies (WMS) and Yorkshire Purchasing Organisation (YPO).

25. "Representative" means a representative of the Customer or the Supplier as appropriate appointed for the purpose of co ordinating the preparation and performance of the Acceptance Procedures.

26. "Requests for Information" shall have the meaning set out in FOIA or any apparent "Requests for Information" shall have the meaning set out in FOIA or any apparent request for information under the FOIA or the EIR.

27. "Software" means collectively the Supplier's Software, the Specially Written Software, the Internal Code and the Third Party Software.

28. "Supplier's Software" means the software in which the Intellectual Property Rights are owned by the Supplier.

29. "Tender" means the Supplier's tender submitted in response to the Invitation to Tender and attached to the Framework Contract.

30. "Term" means the period of 2 years plus the option of a further two years from the Commencement Date.

31. "Third Party Software" means any software in which the Intellectual Property Rights are owned by a third party which is supplied by the Supplier hereunder.

Invoicing Procedures

1. Invoices relating to outright purchased Equipment should be submitted following delivery and acceptance of Equipment.

2. No administration, documentation or late payment charges will be applicable to any Customer agreements.

3. All invoices submitted will be paid within 30 days of the invoice date provided they are accurate and clearly state the official purchase order number or contract reference number attributed by the member authority.

4. It is important that invoices are accurate, including the quoting of the official Order number. Incorrect invoices will be returned unpaid for correction and resubmission. In such cases the payment terms will take effect not from the invoice date but from the date of receipt at the correct address of a correctly presented invoice

5. Only itemised invoices are acceptable.

6. Invoices should be submitted in accordance with the instructions received from the Customer or Member Authority or their delegated representative

7. Where the Customer and the Member Authority have agreed that invoices should be managed by the Member Authority then the Supplier shall comply with the instructions of the Member Authority in respect of the processing of invoices, although the Customer shall remain responsible for ensuring payment is made.

8. In the case that the Supplier invoices directly to the Customer, any financial liability remains with the Supplier and they will be responsible for collecting payment from the Customer and dealing direct with the Customer on all matters associated with billing.

9. Where appropriate the Supplier shall accept payment through a government procurement card

10. All Charges are exclusive of VAT which shall be added to invoices at the prevailing rate.

11. Suppliers should have the potential for electronic billing on a Customer case by case opportunity.

Acceptance Procedures

1. Acceptance of the Equipment

1.1 Subject to the requirements of any Acceptance Criteria detailed in the Order, the Customer shall accept the Equipment if there is no visible damage to the Equipment or packaging at the point of delivery.

1.2 The Supplier shall allow the Customer reasonable time to carry out necessary visual checks of the Equipment at the point of delivery in order for the Equipment to be accepted in accordance with the Acceptance Criteria.

2. Performance of Acceptance Procedures

2.1 The Acceptance Procedures Period shall be agreed between the parties' subject always to it being the Supplier's responsibility to undertake and complete Acceptance in accordance with the milestones identified in the Implementation Plan. The Acceptance Procedures Period may be extended upon application of the Supplier where the Supplier can demonstrate that any delay in achieving acceptance is due to any failure by the Customer to discharge its responsibilities.

2.2 The Customer shall provide the media and all other consumables required for the performance of the Acceptance Procedures.

2.3 During the Acceptance Procedures Period, the Customer shall maintain the following records:

2.3.1 details of metered time, elapsed time and operating time in respect of the Equipment; and

2.3.2 a record of the environmental conditions.

2.4 The Customer shall provide such staff as may be agreed to operate the Equipment throughout the Functionality Test.

2.5 The Customer shall operate the Equipment in accordance with such reasonable requirements as the Supplier may make known to the Customer from time to time.

2.6 The Customer shall transport, handle, store and use optical and magnetic recording media and any other consumables in accordance with such reasonable requirements as the Supplier may make known to the Customer from time to time and shall use only such media or consumables which comply with specifications agreed between the Customer and the Supplier.

2.7 The Customer shall not repair, modify or adjust the Equipment except with the prior written consent of the Supplier.

2.8 During the Acceptance Procedures Period the Customer shall be entitled to raise an Incident Report in respect of unscheduled maintenance carried out by or on behalf of the Supplier.

3 Acceptance Procedures and Acceptance Criteria

3.1 Inspections shall be recorded as successful if all the Acceptance Criteria have been met within the Acceptance Procedures Period. (See chart below)

3.2 Functionality Tests shall be recorded as successful if all the Acceptance Criteria specified for Functionality Tests have been met within the Acceptance Procedures Period. (See chart below)

3.3 The Acceptance Procedures shall be recorded as unsuccessful if, at the termination of the Acceptance Procedures Period, any Incident Report has not been signed by the Customer's Representative. (See chart below)

3.4 If, at the termination of the Acceptance Procedures Period, the Acceptance Criteria have been recorded as successful, the Customer shall confirm to the Supplier in writing that the Equipment is accepted. (See chart below)

Acceptance Procedures	**Acceptance Criteria**
Inspection Procedures	**Inspection Criteria**
The physical examination of the Equipment and the Documetation	Completeness
	Absense of cosmetic defects
	Absense of mechanical deficiencies

4 Functionality Tests

4.1 Supplier(s) are required to demonstrate to the Customer concerned that full functionality has been achieved in terms of the Order and project Implementation Plan.

4.2 Functionality testing should be part of the Implementation Plan.

Service Level Agreement (SLA)

1 Introduction

1.1 Services Covered

1.1.1 This Service Level Agreement (SLA) sets out the service to be provided by the Supplier to the End Users under the Agreement.

1.1.2 This Service Level Agreement (SLA) covers the base level of service applicable to all Services provided.

1.1.3 The service support includes installation, network connections, product training, preventative and breakdown maintenance, maintenance for free of charge software, remote support, network support and parts.

1.2 Duration

1.2.1 This Service Level Agreement (SLA) will be valid for as long as there are products and services still in use by the End User which have been supplied under the Agreement.

1.2.2 Where products have been purchased outright then the maintenance and services should be available for 5 years from the date of installation.

1.2.3 In addition all replacement parts, consumables and non-network accessories will be available for a minimum of 5 years after production ceases.

2 Service Helpdesk

2.1 Role

2.1.1 The Contractor shall provide a Service Helpdesk which will be the first point of contact for all Customer enquiries and supply/service related issues.

2.2 Hours of Cover

2.2.1 The period for which the Support service is available is between the hours of 08:30 to 17:30 Monday to Friday, excluding all United Kingdom Public Holidays.

2.2.2 The Working Hours, upon which response and resolution times are calculated, will be 08:30 to 17:30 Monday to Friday, excluding all United Kingdom Public Holidays.

2.3 Contacting the Service Helpdesk and Call Logging

2.3.1 Calls may be placed by email or telephone. In either case processing of the call will only take place between the hours of 08:30 and 17:30 Monday to Friday, excluding all United Kingdom public holidays.

2.3.2 The Customer call logging procedure shall achieve the following functions:

(a) Provide a standard call logging procedure for the service provided.
(b) Minimise the risk of calls being unanswered or missed.
(c) Achieve customer satisfaction.

2.4 The Service Helpdesk can be contacted:

(a) by Telephone:
(b) by E-mail: servicehelpdesk@company.co.uk

2.5 Availability

2.5.1 The Service Helpdesk will be available for 100% of the working hours as detailed in 2.2 above.

2.6 Response and Delivery Times

Requirement	Response
Respond to all Customer enquiries and supply/service related issues.	• 90% of calls answered by a customer services assistant within 4 rings. • 95% of calls answered by a customer services assistant within 7 rings. • 99% of calls answered by a customer services assistant within 10 rings.
Provide quotations to Customers for simple product related enquiries (requested by telephone or e-mail).	• 95% within 4 working hours. • 99% within 1 working day.
Provide quotations to Customers for complex enquiries (requested by telephone or e-mail).	• 95% within 1 working week. • 99% within 2 working weeks.
Delivery schedules for both simple and complex orders.	• 95% or orders delivered within agreed delivery lead time.
Orders not delivered within agreed delivery lead time.	• 99% of orders delivered within revised agreed delivery lead time.

2.6.1 Response and Delivery times are measured from the call log time.

2.6.2 The Contractor shall notify the Customer immediately (by telephone or e-mail as appropriate) it becomes aware that a delivery cannot be made within the agreed lead time(s) and revised lead time(s) agreed with the Customer.

2.6.3 In the event that a revised delivery lead time is not acceptable to the Customer, the Customer shall have the right to cancel the order without incurring any costs and without prejudice to any other rights or remedies available under this agreement.

2.6.4 A working day is defined as the period between the time at which a call was received and the same time on the next working day. (I.e. weekends and public holidays are not classified as working days).

2.6.5 A working hour is one that is contained within the standard hours of operation. This means that if a call is logged at 17:00 and the hours of operation are 08:30 to 17:30, then the working hour will end at 09:00 on the following day.

3 Service Support

3.1 Hours

3.1.1 Service engineers must be fully trained and qualified by the manufacturer to service Equipment.

3.1.2 Extended out of hours machine service should be made available upon request under special circumstances as required by each End User, subject to cost.

3.1.3 Service request logs should be placed with the helpdesk by email, telephone or fax.

3.1.4 Engineer Maintenance Support – Engineer support will be provided as a minimum of 8 working hours between the normal service hours listed:

Engineers Support	**Monday - Friday**
Standard	08:30 – 17:30

3.1.5 Telephone Support – Telephone support will be provided as a minimum between the normal office hours listed:

Telephone Support	**Monday - Friday**
Standard	08:30 – 17:30

3.1.6 Website Support – Website support will be provided on a 24-hour basis for service maintenance requests.

3.2 Response Times

3.2.1 Consistent with high up-times, fast response times are required throughout the contract period.

3.2.2 On-site engineer support must maintain an average four-hour service response during the normal working hours.

3.2.3 The maximum service response time must not exceed six working hours which will be monitored for individual equipment over quarterly periods.

3.2.4 Response time is the time from the end user first placing a service request, to the arrival on-site of an engineer at the particular equipment.

Service Reponse Times	
Average service response	4 hours
Maximum service repsonse	6 hours

3.3 Machine Up-Time

3.3.1 High up-time of equipment is critical to all End-Users, and represents the amount of time the equipment is fully functional within the maintenance support hours of this service Level Agreement.

3.3.2 Equipment up-time must maintain an average of 98% and a minimum of 97% percent for all individual equipment.

Up-time Percentages	
Average up-time	98%
Maximum up-time	97%

3.4 Service Hours Failure Compensation

3.4.1 If the service response times are exceeded the End User in question reserves the right, without prejudice to any other terms and conditions to invoke the failure compensations.

3.4.2 Failure compensation for the cost and inconvenience caused to the End User will be calculated as a percentage (%) reduction of the service support revenue element of the previous quarter's output volume.

3.4.3 The failure compensation will be applied to the total quarterly service value.

3.4.4 Multiple exceeded response times within a given quarter, will each attract additional percentage failure compensation (%).

3.4.5 Service Hours Failure compensation

Failure Compensation	
Up to 8 hours	3%
8 hours or higher	5%

3.4.6 The Supplier will automatically provide loan replacement equipment, on a like for like basis, where the equipment has been down for a period of 24 service hours continuously. The loan machine will be delivered and installed, at the supplier's sole cost, within 8 service hours.

3.4.7 Information relating to response time failure is to be provided and quantified by suppliers on a quarterly basis.

3.5 Customer Complaints Process

3.5.1 Any complaints raised will be managed in accordance with this complaints procedure. This process ensures that all complaints are dealt with in a professional manner, and to the satisfaction of the Customer.

3.5.2 All complaints received will be dealt with in accordance with the Contractor's standard complaints procedures. This is conditional upon ESPO agreeing with the contractor the complaints procedure prior to contract award.

3.6 Customer Responsibilities

3.6.1 Customers can register the complaint in various ways:

- Telephone, write or e-mail any of the Contractor's representatives specified in 4.2 below.

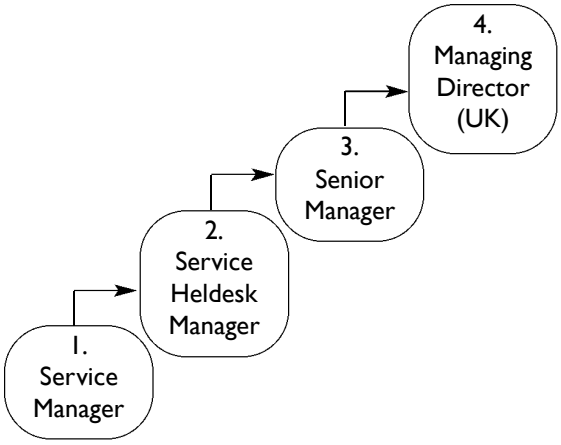
4 Escalation Procedures

4.1 Escalation Chart

4.1.1 This section covers the levels of management through which problems and/or complaints are escalated before the customer has to resort to potential breach procedures within the main contract.

4.1.2 Before any problems are escalated, the customer should ensure that the Service Helpdesk staff are fully aware of the problem and understand the full details of the problem and the full impact it is having on them.

4.1.3 The following diagram outlines the key points of contact between the Customer and the Contractor.



4.2 Escalation Rationale Table

Escalation Level	**Escalation Rationale**	**Contact**
1	A query or issue is logged with the Service Helpdesk - The first point of contact at Level 1.	Helpdesk Tel: xxxx xxxxxxx
2	If the Service Desk does not respond within the agreed time specified, then this will be escalated to Level 2.	Service Helpdesk Manager Tel: xxxx xxxxxxx
3	If the Service Helpdesk Manager does not respond within the agreed response time specified, then this will be escalated to Level 3.	Senior Manager Tel: xxxx xxxxxxx
4	If the Senior Manager does not respond within the agreed response time specified, then this will be escalated to Level 4. (UK Managing Director)	Managing Director Tel: xxxx xxxxxxx

4.2.1 Note: At the earliest time the contractor becomes aware that he cannot resolve the problem/complaint within the timescales agreed under the complaint procedure then the problem/complaint shall be escalated to the next level (or higher if applicable and as the parties shall agree)

Implementation Plan

1. A PIP (Project Implementation Plan) will be required where identified in the Order and for all Solutions that require the connectivity of more than one output device to a network.

2. The PIP will vary in degrees of complexity and timescales for implementation depending upon the Customer's requirements.

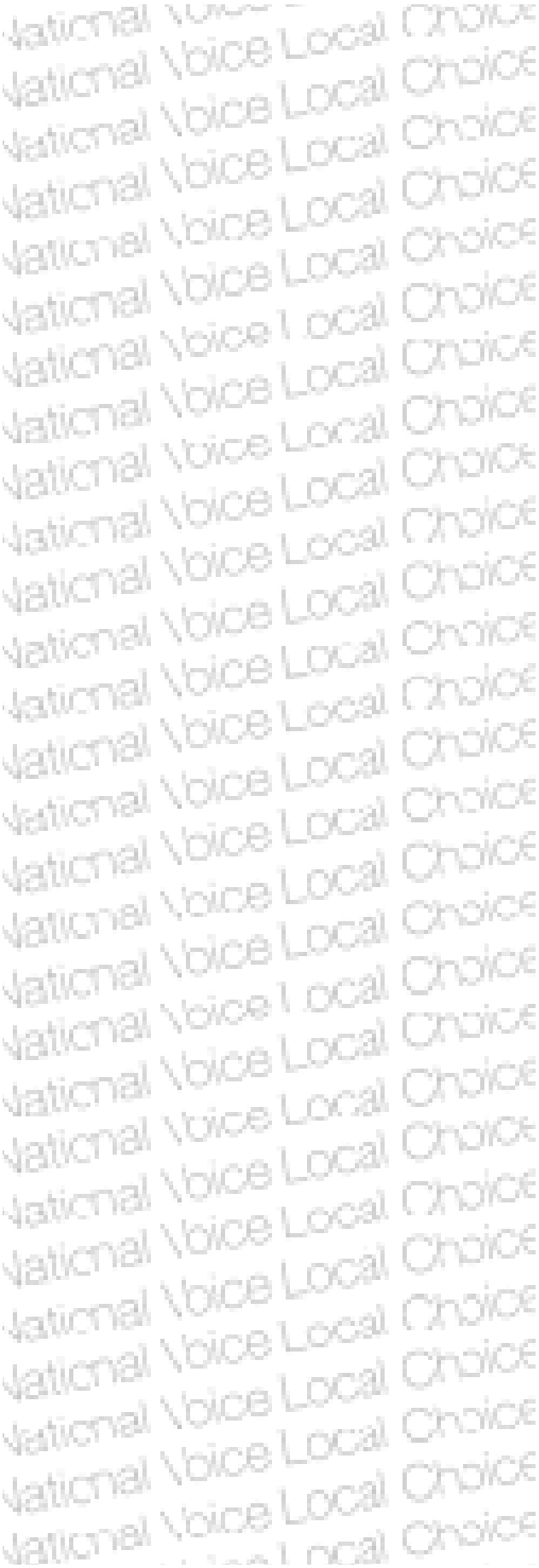
3. The Supplier will use a format for the PIP that includes detailing firstly an overview of existing output devices deployed and the costs associated with that equipment using standard industry benchmarks for costing purposes.

4. Secondly, the Supplier will (with full agreement from the Customer) create the PIP with milestone dates for achieving; delivery, installation and configuration. Failure of the Supplier to achieve the agreed milestone date will invoke a delay compensatory factor which will be 1% of the cost of the Order for each days delay up to a maximum of 10% of the cost of the Order.

5. Upon satisfactory completion of the milestones the Supplier will demonstrate to the Customer by means of an agreed acceptance test routine in accordance with schedule 2-3 that the Solution is performing within the agreed design parameters. At this stage the Supplier can submit his invoice for payment, less any liquidated damages for delays.

6. Acceptance Procedures and performance of Acceptance Procedures are detailed in Schedule 2 Appendix 3.

Central Buying Consortium



Hampshire County Council

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